

**Airports Economic Regulatory Authority of India**  
**3<sup>rd</sup> Floor, Udaan Bhawan, Safdarjung Airport**  
**New Delhi 110003**

**REQUEST FOR PROPOSAL NO. 01/2024-25**

**Subject:** Engagement of Consultant for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities – reg.

**1. CRITICAL DATES AND TIMELINES:**

<b>S. No.</b>	<b>Activity</b>	<b>Date and Time</b>
1	Uploading of Bid on GeM Portal	20.09.2024
2.	Receipt of Queries	From uploading of the bid upto 27.09.2024
3.	Pre-Bid Meeting (Virtual)	03.10.2024 at 1500 hrs.
4.	Uploading of Clarifications, if any	08.10.2024
5.	Last date for submission of Bid	15.10.2024 (as per time mentioned on GeM Portal)
6.	Bid Opening	15.10.2024 (as per time mentioned on GeM Portal)
7.	Date of Presentation (Tentative)	22.10.2024 at 1000 hrs. onwards (to be indicated in due course)
8.	Opening of Financial Bid (Tentative)	29.10.2024 at 1500 hrs. (to be indicated in due course)

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## GLOSSARY

<b>AERA</b>	As defined in Clause 1.1.1
<b>AO</b>	Airport Operator(s)
<b>Bidder</b>	The interested parties who, in response to this RFP, apply for the bid. Bidder shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited Company / Society Registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good (s) / Service (s) to the Buyers registered on GeM.  Consortium/JVs are not allowed to participate in this bid.
<b>Authorized Representatives</b>	As defined in Appendix I, Form-4
<b>Conflict of Interest</b>	As defined in Clause 3.7
<b>GeM GTC</b>	General Terms and Conditions on GeM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
<b>Infrastructure Sector</b>	(i) Power, (ii) Telecommunication, (iii) Railways, (iv) Roads including bridges, (v) Sea port, (vi) Airport/Aviation, (vii) industrial parks, (viii) urban infrastructure (water supply, sanitation and sewage projects), (ix) mining, exploration and refining and (x) cold storage or cold room facility, including for farm level pre-cooling, for preservation or storage of agricultural and allied produce, marine products and meat.
<b>Key Personnel</b>	As defined in Clause 3.3
<b>LOA</b>	Letter of Award
<b>Prohibited Practices</b>	As defined in Clause 6.1
<b>Proposal Due Date</b>	As defined in Clause 3.10
<b>RFP</b>	Request for Proposal
<b>Shortlisted Bidders</b>	All Bidders who are selected after Technical Bid evaluation
<b>Selected Bidder</b>	Each of the Bidders, selected for the Assignment.
<b>Selection Process</b>	As defined in Clause 1.5
<b>Similar Services</b>	Consultancy services rendered in the infrastructure sector in India for preparation and/or monitoring of performance standards and/or assisted regulatory authority in evaluation of tariff proposals and/or assisted regulated entity in preparation of tariff proposals.
<b>Technical Proposal</b>	As defined in Clause 3.8
<b>TOR/SOW</b>	Terms of Reference/Scope of Work

## SECTION 1: INTRODUCTION

### 1.1 Background

1.1.1 Airports Economic Regulatory Authority of India (AERA) was established under the Act “*Airports Economic Regulatory Authority of India Act, 2008*” to regulate tariff and other charges for the aeronautical services rendered at major airports and to monitor the performance standards of such airports.

1.1.2 Further, vide ‘Airports Economic Regulatory Authority of India (Amendment) Act, 2019’, some amendments in the original Act had been made which are extracted below:

*“1. i) This Act may be called the Airports Economic Regulatory Authority of India (Amendment) Act, 2019.*

*ii) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint. (appointed date by Central Government is 26.09.2019).*

*1. In Section 2 of the Airports Economic Regulatory Authority of India Act.2008 (hereinafter referred to as the principal Act.) in clause (i), for the words “one and a half million” the words “three and half million” shall be substituted.*

*2. In section 13 of the principal Act, after sub-section (i), the following sub-section shall be inserted, namely: - “(1A) Notwithstanding anything contained in sub-sections (1) and (2), the Authority shall not determine the tariff or tariff structures or the amount of development fees in respect of an airport or part thereof, if such tariff or tariff structures or the amount of development fees has been incorporated in the bidding document, which is the basis for award of operatorship of that airport:*

*Provided that the Authority shall be consulted in advance regarding the tariff, tariff structures or the amount of development fees which is proposed to be incorporated in the said bidding document and such tariff, tariff structures or the amount of development fees shall be notified in the Official Gazette.”*

1.1.3 Vide, the Airports Economic Regulatory Authority of India (Amendment) Act, 2021, scope of major airport has been expanded, which is extracted below:

*“1.(1) This Act may be called the Airports Economic Regulatory of India (Amendment) Act, 2021.*

*(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.*

*2. In Section 2 of the Airports Economic Regulatory Authority of India Act, 2008, in clause (i), after the words, “any other airport”, the words “or a group of airports” shall be inserted.”*

1.1.4 **Functions of Authority:** Section 13 of the AERA Act 2008 defines the functions of the Authority, as extracted hereunder:

- (a) To determine the tariff for aeronautical services taking into consideration –
  - (i) the capital expenditure incurred and timely investment in the improvement of airport facilities;
  - (ii) the service provided, its quality and other relevant factors;
  - (iii) the cost for improving efficiency;
  - (iv) economic and viable operation of major airports;
  - (v) revenue received from services other than the aeronautical services;
  - (vi) the concession offered by the Central Government in any agreement or memorandum of understanding or otherwise; and
  - (vii) any other factor which may be relevant for the purpose of the Act
- (b) Determine the amount of the development fees;

- (c) Determine the amount of the passengers' service fee levied under Rule 88 of the Aircraft Rules, 1937 made under the Aircraft Act, 1934;
- (d) monitor the set performance standards relating to quality, continuity and reliability of service as may be specified by the Central Government or any authority authorized by it in this behalf;
- (e) call for any such information as may be necessary to determine the tariff for aeronautical services; and
- (f) Perform such other functions relating to tariff, as may be entrusted to it by the Central Government or as may be necessary to carry out the provisions of the Act.

1.1.5 **Aeronautical Service:** As per Section 2(a) of the AERA Act, 2008 'aeronautical service' means any service provided-

- (i) for navigation, surveillance and supportive communication thereto for air traffic management;
- (ii) for the landing, housing or parking of an aircraft or any other ground facility offered in connection with aircraft operations at an airport;
- (iii) for ground safety services at an airport;
- (iv) for ground handling services relating to aircraft, passengers and cargo at an airport;
- (v) for the cargo facility at an airport;
- (vi) for supplying fuel to the aircraft at an airport; and
- (vii) for a stake-holder at an airport, for which the charges, in the opinion of the Central Government for the reasons to be recorded in writing, may be determined by the Authority.

1.1.6 Section 13 (4) of the AERA Act prescribes that "The Authority shall ensure transparency while exercising its powers and discharging its function, inter-alia, -

- (a) by holding due consultations with all stake-holders with the airport;
- (b) by allowing all stake-holders to make their submission to the authority; and
- (c) by making all decisions of the authority fully documented and explained."

1.1.7 Based on the provisions of AERA Act 2008, and after extensive stakeholder consultation, had finalized its approach to the economic regulation of aeronautical services. Detailed Guidelines laying down information requirements, periodicity and procedure for Tariff determination were also issued. The details of Orders and Guidelines issued in this behalf are as under:

S. No.	Order No. and Date	Details
(i)	Order No. 13 dated 12.01.2011	In the matter of Regulatory Philosophy and Approach in Economic Regulation of Airport Operators
(ii)	Direction No. 05/2010-11 dated 28.02.2011	Terms and conditions for Determination of Tariff for Airport Operators
(iii)	Order No. 05 dated 02.08.2010	In the matter of Regulatory Philosophy and Approach in Economic Regulation of the services provided for Cargo Facility, Ground Handling and Supply of Fuel to the aircraft at Major Airports
(iv)	Direction No. 04/2010-11 dated 10.01.2011	Terms and Conditions for Determination of Tariff for Services Provided for Cargo Facility, Ground Handling and Supply of Fuel to the Aircraft
(v)	Order No. 07/2016-17 dated 13.06.2016	In the matter of Normative Approach to Building Blocks in Economic Regulation of Major Airports-Capital Costs
(vi)	Order No. 14/2016-17 dated 23.01.2017	In the matter of aligning certain aspects of AERA's Regulatory Approach (Adoption of Regulatory Till) with the provisions of the National Civil Aviation

		Policy – 2016 (NCAP-2016) approved by the Government of India
(vii)	Order No. 20/2016-17 dated 31.03.2017	In the matter of allowing Concession to Regional Connectivity Scheme (RCS) Flights under RCS – Ude Desh ka Aam Naagrik (UDAN) at Major Airports.
(viii)	Order No. 35/2017-18 dated 12.01.2018	Amendment No. 01 to Order No. 35/2017-18 dated 09.04.2018 in the matter of Determination of Useful life of Airport Assets
(ix)	Order No. 42/2018-19 dated 05.03.201	In the matter of Determination of Fair Rate of Return (FRoR) to be provided on Cost of Land incurred by various Airport Operators in India
<i>The above details can be downloaded from <a href="http://www.aera.gov.in">www.aera.gov.in</a>.</i>		

1.1.8 Following regulation has also been issued:

- (i) Airports Authority of India (Ground Handling Services) Regulations, 2018

1.1.9 The above-mentioned background is illustrative in nature and not be considered exhaustive by any means. The Bidder is required to assess, obtain information, documentation, information, data and any other input required for bidding and satisfy itself before submitting the bid.

**1.2** The “Airports Economic Regulatory Authority of India (Terms and conditions for Determination of Tariff for Airport Operators) Guidelines 2011” vide Direction No. 05/2010-11 dated 28.02.2011, inter-alia, stipulated the objective as well as subjective quality of service parameters, benchmarks and measurement mechanism. Since lot of development have taken place in aviation scenario subsequent to issuance of such guidelines, following key factors, inter-alia, necessitate formulation of fresh performance standards of airports in India and monitoring mechanism of such performance standards for ensuring better facilitation and seamless experience at the airports by the air passengers in the country:

- (i) Changes in regulatory policy framework viz., issuance of National Civil Aviation, 2016, Ground Handling Regulations, Amendments in AERA Act, 2008.
- (ii) Leasing of Airports on PPP Mode and Relevant provisions enunciated in existing legal agreements like Concession Agreements/OMDA/SSA pertaining to Service Quality/Performance Standards, MoU signed by AAI with MoCA.
- (iii) MOU signed by AAI with Central Government relating to Performance Standards
- (iv) Role of different stakeholders at the Airport [Airport Operator, Airlines, DGCA, BCAS, Security Agencies (CISF, State Police), Customs, Immigration, Income Tax, Health, Quarantine Agency, Ground Handling Agencies, Cargo Agencies, Fuel Supply Agencies etc.], their guidelines/instructions and services provided by them.
- (v) More than one airport in a city
- (vi) Role of Technological Advancements

- (vii) Necessity to study and analyze the practices being followed by other regulatory bodies towards service quality/performance standards in the country.
- (viii) To study and analyze best global practices, ICAO guiding documents, ACI ASQ Parameters, IATA Service Quality Standards, etc.

With the above background, the exercise for formulating fresh performance standards has been initiated by AERA in accordance with provisions of the Act. A detailed Terms of Reference / Scope of Work for subject assignment has been enumerated in Clause 2.1 of this RFP.

### 1.3 **Request for Proposals:**

AERA invites proposals (the “Proposals”) for engagement of Consultant for completing the Terms of Reference/Scope of Work, as specified in this RFP. This RFP is for the selection of a consultant (“Consultant”) for rendering the services, as detailed in the Clause 2.1.1 to 2.1.7 of this RFP (collectively the “Consultancy Assignment”). Only one consultant will be selected for performing all the activities and no splitting of services will be done. The proposal i.e., technical documents and financial quote is to be submitted separately on GeM Portal only, as enumerated in Clause 1.5 below. Estimated value of subject assignment is as mentioned in the GeM Bid Document.

### 1.4 **Validity of the Proposal:**

The Proposal shall be valid for a period of 120 (one hundred twenty) days from the Proposal Due Date. Validity of the proposal can be extended by mutual consent. In case of such extension, the Bidder shall not be allowed to modify the Proposal and will be required to extend the EMD so submitted for such extended period.

### 1.5 **Selection Process:**

- (i) **QCBS Approach:** Quality and Cost Based Selection (QCBS) approach will be used for selection in this RFP. Under this approach, technical evaluation has been assigned 70% weightage and financial quote has been assigned 30% weightage. Marks for technical evaluation will be allotted by the Technical Evaluation Committee based on the criteria defined in Para 4.1 of this RFP. A minimum of 70 marks (minimum prescribed marks) is necessary for qualifying in the Technical Bid and being considered for next stage of financial evaluation. Subsequently, Overall scoring (Technical as well as Financial) will be done on the basis of marks secured by the bidders by the GeM Portal.

*Accordingly, the Bidder to submit the Two Packet Bid on GeM Portal containing technical proposal and financial quote, separately, for the subject assignment.*

- (ii) **Pre-Bid Queries/Meeting:** The pre-bid queries are to be submitted by the prospective bidders on or before 27.09.2024. The mode of submission of pre-bid queries will be either through email-ids at (a)

inderpal.s@aera.gov.in; and/or (b) sonia.sahni@aera.gov.in, or on GeM Portal only. Pre-bid meeting will held on 03.10.2024 at 1500 hrs. in virtual mode only and link for the same is given hereunder:

“<https://meet.google.com/ehk-odbn-bqt?hs=224>”

Clarifications/corrigendum/ addendums etc. (if any) will be posted on GeM Portal only, which will form an integral part of this bid and supersede the relevant clauses for future reference.

- (iii) **Two Packets Bid**: This is a Two Packets bid wherein participating bidders are to submit technical documents and financial quote, separately. In case it is found that the technical documents include financial quote of the participating bidder, the proposal/bid shall be summarily rejected without any further correspondence.
- (iv) **Pre-Qualification Stage**: At the first instance, bids will be scrutinized to assess the eligibility/responsiveness. Bids found eligible/responsive, will be considered for evaluation in subsequent stage. Ineligible / non-responsive bids will be summarily rejected and no further evaluation will be done in respect of such bids. The criteria for assessing the eligibility/responsiveness for subsequent technical evaluation (including presentation) has been given in Clause 3.8 A of this RFP.
- (v) **Technical Evaluation**: Bids found Eligible/responsive as per (iv) above, will be subsequent evaluated in the manner as prescribed in Clause 4.1 of this RFP. Bids which have obtained minimum prescribed marks in technical evaluation will be considered for evaluation in subsequent stage. Bids which have not obtained minimum prescribed marks in this technical evaluation will not be considered for evaluation in subsequent stage.
- (vi) **Financial Evaluation**: Based on the technical evaluation, financial bids of the technically qualified bidders shall be opened, for subsequent evaluation and allotment of final scores, as per the methodology of the GeM Portal. Financial Bids of the Bidders, which do not technically qualify, shall not be opened.
- (vii) Based on the overall scoring, Bidder obtaining highest final scores shall be considered for award of subject assignment.
- (viii) There may be a scenario where more than one participating bidders have obtained equal highest final scores. In this scenario, the bidder, who has quoted lowest financial bid (out of those bidders who have obtained equal highest final scores) will be selected for award of subject assignment.

#### **1.6 Delivery Schedule:**

- (i) The Selected Consultant is required to complete the assignment (Activities given in Clauses 2.1.1 to 2.1.6 of this RFP) within a period of 05 (Five) months. This period of 05 (Five) Months will commence from the signing of agreement or from the 16<sup>th</sup> day from the issuance of LOA, whichever is earlier.

- (ii) The Selected Consultant is also required to give assistance, as per details given in Para 2.1.7, to AERA for a period upto a period of one year starting from the date when all the activities given in Paras 2.1.5 and 2.1.6 of RFP are completed.
- (iii) AERA may, however, on its discretion, extend the delivery period, for excusable delay not attributable to Consultant, without any financial implication to AERA.

**1.7 Communications:**

All communications pertaining to this RFP (unless specified otherwise in this RFP) will be made through GeM Portal only.

- 1.8** All other terms and conditions (which are not covered in this document) will be as per the General Terms and Conditions of GeM, and as mentioned in Bid Document on GeM.

## **SECTION 2: TERMS OF REFERENCE/SCOPE OF WORK AND OTHER ASPECTS**

**2.1 TERMS OF REFERENCE/SCOPE OF WORK:** Detailed description of the Terms of Reference/Scope of Work/Services to be rendered and other requirements to be undertaken by the Selected Bidder are given hereunder. However, the same is illustrative and not exhaustive. The Selected Bidder shall thus have to consider the required output and include all further incidental activities that may be necessary for efficient and successful implementation and for achieving the ultimate purpose of the assignment awarded pursuant to this RFP. The structure of the subject consultancy assignment is given hereunder:

**2.1.1 Analysis and Assessment:** Consultant to perform analysis and assessment of the aspects indicated below:

- (i) Statutory provisions of AERA Act, 2008 relating to Performance Standards, Monitoring, Rules etc.
- (ii) Relevant provisions enunciated in existing legal agreements like Concession Agreements/OMDA/SSA pertaining to Service Quality/Performance Standards, MoU signed by AAI with MoCA
- (iii) Tariff Guidelines 2011 of Airport Operators including provisions pertaining to Service Quality.
- (iv) Examine the relevant provisions of National Civil Aviation Policy, 2016.
- (v) Role of different stakeholders at the Airport [Airport Operator, Airlines, DGCA, BCAS, Security Agencies (CISF, State Police), Customs, Immigration, Income Tax, Health, Quarantine Agency, Ground Handling Agencies, Cargo Agencies, Fuel Supply Agencies etc.], their guidelines/instructions and services provided by them.
- (vi) Role of various technological advancements impacting performance standards.
- (vii) Practices being followed by other regulatory bodies in the country towards service quality/performance standards.
- (viii) Global best practices, ICAO guiding documents, ACI ASQ Parameters, IATA Service Quality Standards, etc.
- (ix) Any other provision, document, activity which may be considered relevant to the assignment in the opinion of consultant and/or AERA.

**2.1.2 Identification of fresh Performance Standards relating to the quality, continuity and reliability of service and Monitoring Mechanism thereof:**

Based on the outcome of 2.1.1 above, the Consultant will do the following activities:

- (i) To identify and segregate the services provided by the different stakeholders [viz., Airport Operator, Airlines, DGCA, BCAS, Security Agencies (CISF, State Police), Immigration, Customs, Income Tax, Health, Quarantine Agency, Ground Handling Agencies, Cargo Agencies, Fuel Supply Agencies etc.] at the Airport;

- (ii) To identify the Performance Standards (subjective as well as objective) of airports in India relating to the quality, continuity and reliability of service in respect of services provided by different stakeholders at the Airport;
- (iii) To identify parameters for classification of airports in few categories for rational and equitable evaluation of performance standards;
- (iv) To suggest the benchmarks in respect of Performance Standards relating to the quality, continuity and reliability of service;
- (v) To suggest detailed methodology/mechanism for the following:
  - Mechanism for Monitoring, Assessment, Measurement and Evaluation of Performance Standards
  - Prescribing rationalization of aeronautical tariff and mechanism thereof for non-fulfilment/non-compliance o performance standard(s).
- (vi) Identification of criteria and Terms and Conditions for selection of Third Party Agency for:
  - Actual Monitoring, Assessment, Measurement and Evaluation of Performance Standards;
  - Advising AERA for rationalization of aeronautical tariff for non-fulfilment/non-compliance of performance standard(s).
- (vii) Conduct secondary and primary research by the Consultant, including visit to few airports.
- (viii) Iterative discussions and presentations, in physical form, before the Authority at regular intervals in respect of above for firming up the position of AERA.
- (ix) Identification of mechanism and criteria for adding, deleting or suspending application of any performance standard or its monitoring in the context of any situation in future.
- (x) Any other incidental relevant activity.

2.1.3 Methodology for Clauses 2.1.1 and 2.1.2 above: Methodology to be adopted by the consultant to perform the activities as detailed at Clauses 2.1.1 and 2.1.2, will be a combination of secondary and primary research including visit to few airports consisting of the following but not limited to:

- (i) Collating existing research and secondary data on the points of feedback;
- (ii) Examine/analyze relevant documents, guidelines, data etc.;
- (iii) Identification and construction of data base of stakeholders;
- (iv) Survey/interviews/focused group discussions/discussions/consultation etc. with stakeholders (including passengers);
- (v) Compilation, analysis, triangulation of qualitative and quantitative information gathered.
- (vi) Any other additional method relevant to the assignment.
- (vii) The Consultant will visit at least six airports (or more if required) for adequate field assessment of wide spectrum of performance standards and activities performed at the airports. The selection of airports for the same will be in consultation with AERA on various parameters like scale of operations etc. to make

it a representative sample of diversity. Any such visit will be at the cost of the Consultant and AERA will not be liable for the same.

- (vii) It is clarified that arranging, obtaining, procuring any document, guidelines, data, information etc. will be the sole responsibility of the bidder at his own cost. However, if any eventuality arises wherein the Consultant is unable to access any specific information/data, the Consultant may approach AERA for necessary facilitation in this regard. However, cost, if any, for the same will be borne by the Consultant.

2.1.4 Preparation of Consultation Paper, Stakeholders Consultation Meeting and other related aspects: Based on the outcome of 2.1.1, 2.1.2 and 2.1.3 above, consultant will perform the following activities [*except (ii)*]:

- (i) To prepare draft and finalize the Consultation Paper in respect of the following:
- (a) Performance Standards of airports in India relating to the quality, continuity and reliability of service;
  - (b) Mechanism for Monitoring, Assessment, Measurement and Evaluation of Performance Standards;
  - (c) Prescribing rationalization of aeronautical tariff and mechanism thereof for non-fulfilment/non-compliance of performance standard (s).
- (ii) The Consultation Paper, in respect of (i) above, will be issued (including publication on AERA's website) by AERA for stakeholders consultation.
- (iii) Conducting stakeholders consultation meeting and responding to the queries posed therein, if required.
- (iv) Preparation of minutes of the meeting relating to the Stakeholder Consultation.
- (v) Compilation of stakeholders' comments and their analysis, and framing replies/response thereof if any.
- (vi) Iterative discussions and presentations by the Consultant, mostly in physical form (and in virtual mode on need basis), before the Authority and other Govt. entities as required to perform the above activities.

2.1.5 Formulation of criteria and RFP for selection of Third Party Agency:

- (i) The Consultant shall formulate the criteria and RFP for engaging third party agency, through appropriate selection mode, by AERA for the following:
- (a) Actual Monitoring, Assessment, Measurement and Evaluation of Performance Standards;
  - (b) Advising AERA for rationalization of aeronautical tariff for non-fulfilment/non-compliance of performance standard(s).
- (ii) Iterative discussions and presentations by the Consultant, generally in physical form (and in virtual mode on need basis), before the Authority as required to perform (a) above.
- (iii) Selection process of the third party agency subsequent to activity (i) and (ii) above is not in the scope of consultant to be engaged for the assignment as per this RFP.

2.1.6 Preparation of Performance Standards relating to quality, continuity and reliability of service and Monitoring Mechanism thereof: Based on the outcome of 2.1.4 above,

- (i) The Consultant will prepare a draft notification/order (s) on the following:
  - (a) Performance Standards of airports in India relating to quality, continuity and reliability of service;
  - (b) Mechanism for Monitoring, Assessment, Measurement and Evaluation of Performance Standards.
  - (c) Prescribing rationalization of aeronautical tariff and mechanism thereof for non- fulfilment/ non-compliance of performance standard (s).
- (ii) Iterative discussions and presentations by the Consultant, generally in physical form (and in virtual mode on need basis), before the Authority and any other Govt. entities for finalizing (i) (a), (b), (c) above.
- (iii) Issuance of Notification/Order (s) in respect of (i) (a), (b), (c) above.

2.1.7 Assistance: -

- (i) The Consultant will be required to provide assistance to the Authority in respect of the following:
  - (a) In case any legal case/appeal is instituted related to any of the activities/deliverables explained in preceding paras, the Consultant will be required to furnish inputs/comments on such matters. The Consultant will not be required to represent AERA in any Tribunal/Court of Law.
  - (b) In Handling inter-ministerial issues/coordination (including preparations of presentations, briefs etc.)
  - (c) No additional payment will be made for such assistance.
- (ii) This assistance is required to be given to AERA by the Consultant beginning with the commencement of assignment and upto expiry of one year starting from the date when all the activities given in Paras 2.1.5 and 2.1.6 of this RFP are completed.
- (iii) Providing assistance to AERA by the Consultant since beginning of the assignment till the completion all activities listed in 2.1.5 and 2.1.6 is an integral part of the Terms of Reference.  
Assistance after completion of all the activities listed in 2.1.5 and 2.1.6, is purely on need basis. It is also clarified that after completion of activities listed in Para 2.1.5 and 2.1.6, onsite presence/AERA office of the Consultant or its Personnel is not mandatory. The Consultant will be required to submit an undertaking for providing assistance on above parameters [as stated in para (i) above] upto expiry of one year starting from the date when all the activities given in Paras 2.1.5 and 2.1.6 of this RFP are completed.

## 2.2 Completion of Services

2.2.1 All working papers, reports, information, compiled/ generated during the subject assignment will be the property of AERA and shall not be used by the selected consultant for any other purpose other than that intended under the scope of work of this RFP without the permission of AERA.

2.2.2 The intellectual property of any document/information/data either owned by third party or by the Consultant, referred by the latter for performing activities/deliverables under this consultancy assignment, will remain with the respective parties. However, one copy (either hard or soft) of each such referred document to be submitted by the consultant along with the respective deliverables. This will however exclude any trade secrets or any other document explicitly/specifically prohibited from sharing by way of any contract or applicable law.

2.2.3 Timelines and payments for activities/deliverable will be made as per table given in Para 5.1 of this RFP and taking into consideration the stipulations given hereunder.

i. **Deliverable 1:** For processing of payment/invoice, the Consultant will submit 10 (Ten) hard bound copies of the final Consultation Paper. Along with this, the Consultant will also submit one copy (either hard or soft) of each document as per clause 2.2.2, if applicable. Further, the evidence of timely submission of Performance Security and signing of Agreement needs to be submitted before processing of payment/invoice.

ii. **Deliverable 2:** For processing of payment/the consultant will submit 05 (five) hard bound copies of criteria and RFP for selection of third party agency for the activities given in clause 2.1.5. Along with this, the Consultant will also submit one copy (either hard or soft) of each document as per clause 2.2.2, if applicable.

iii. **Deliverable 3:** For processing of payment/invoice, the Consultant will submit 10 (Ten) hard bound copies of the draft notification/order of the activities detailed in Clause 2.1.6. Along with this, the Consultant will also submit one copy (either hard or soft) of each document as per clause 2.2.2, if applicable. An undertaking on non-judicial stamp paper of Rs. 100/- is to also be submitted by the Bidder for providing assistance as explained in clause 2.1.7(iii). Cost of this stamp paper is to be borne by the Consultant.

iv. **Deliverable 4:** Para 2.1.7 is the deliverable 4 and no payment will be made for this.

2.2.5 AERA reserves the right to extend the period for completion of activities/deliverable upto 2.1.5 and 2.1.6 beyond the period of **05 (five)** months, at its own discretion, for excusable delay not attributable to Consultant, without any financial implication to AERA. Contract period will get extended accordingly.

### **2.3 Earnest Money Deposit (EMD)**

- (a) An amount of Rs. 3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) is required to be paid as EMD in the manner and form as stipulated in GeM GTC only.
- (b) **EMD Exemption**: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (c) Bids not accompanied by EMD or valid supporting document for seeking exemption from EMD will be treated as non-responsive and will be summarily rejected.
- (d) EMD shall be returnable as per Clause 2.5 herein below, except under the circumstances stipulated under Clause 2.4.
- (e) AERA shall not be liable to pay any interest on the EMD and the same shall be interest free.

### **2.4 Forfeiture of Earnest Money Deposit (EMD): GeM General Terms and Conditions will be applicable.**

### **2.5 Release of Earnest Money Deposit (EMD) / Performance Security:**

2.5.1 Without prejudice to Clause 2.4 above, the EMD shall be released in the following manner:

- (i) The EMD of all the unsuccessful Bidders/Bidders shall be returned as promptly as possible, but, not later than 1 (one) month after expiration of Bid Validity i.e. 120 days.
- (ii) The EMD of the Successful Bidder, to whom the contract is awarded, will be returned within one month after receipt of Performance Security.
  - (a) 2.5.2 The Performance Security shall be released to the party after completion of all the activities listed in Clause 2.1.5 and 2.1.6 of this RFP, after submission of undertaking on non-judicial stamp paper of Rs.100/- for providing assistance as per clause 2.1.7 of this RFP. AERA shall not be liable to pay any interest on the Performance Security and the same shall be interest free.

### **2.6 Number of Proposals:**

A Bidder who submits more than one proposal for this Assignment shall be summarily rejected (all such proposals of that bidder will be rejected).

### SECTION 3: ELIGIBILITY CRITERIA AND RELATED ASPECTS

3. **Eligibility Criteria:** Bidder can be a legal entity as defined under Glossary Section of this RFP. Consortium/JVs are not allowed to participate in this bid.

3.1 **Experience of Bidder:** Participating bidder must fulfil the experience criteria given hereunder:

<u>S. No.</u>	<u>Experience of Bidder</u>	<u>Supporting Documents Required:</u>
(i)	The Bidder must have at least five years of experience in consultancy services (ending month of march prior to bid opening)	For fulfilling the experience criteria, any one of the following documents (bidder may at his discretion submit more than one type of documents) may be considered by the buyer as valid proof for meeting the experience criteria: (a) Contract copy along with Invoice (s) with self certification by the bidder that service/supplies against the invoices have been executed/completed. (b) Execution/completion certificate by client with contract value. (c) Any other document in support of contract execution/completion like third party inspection on release note, etc.
(ii)	Bidder must have completed at least 5 assignment of consultancy services over the last five years i.e., the current financial year (till last date of submission of bid) and the last five financial years (ending month of March prior to bid opening)	- Same as above -
(iii)	Out of above 5 consultancy assignments, Bidder should have completed at least 01(one) consultancy assignment related to the following: (a) Assisted Regulatory Authority in Preparation and/or Monitoring of Performance Standards in infrastructure sector; <b><u>AND/OR</u></b> (b) Assisted Regulatory Authority in evaluation of tariff proposal in infrastructure sector; <b><u>AND/OR</u></b> (c) Assisted Regulated Entity in Preparation of tariff proposal in infrastructure sector.	- Same as above -

**Note:** No Exemption from criteria for Experience/Past Experience will be allowed to any bidder or category of bidders.

**3.2 Average Annual Financial Turnover of the Bidder:** Participating bidder must fulfil the Average Annual Financial Turnover criteria given hereunder:

<b><u>S. No.</u></b>	<b><u>Average Annual Financial Turnover of Bidder</u></b>	<b><u>Supporting Documents Required</u></b>
<b>(i)</b>	Bidder must have Minimum Average Annual Financial Turnover of at least Rupees Five Crores only during the last three financial years (ending month of March prior to bid opening).	Certified Audited Balance Sheet of relevant periods or a certificate from the Chartered Accountant indicating the financial turnover details for the relevant period, as per Form 5 of this RFP.
<b>(ii)</b>	Out of (i) above, Bidder must have average annual financial turnover of at least 50% during the last three financial years (ending month of March prior to bid opening) from consultancy contracts.	A certificate from the Statutory Auditor indicating the average annual financial turnover and average annual financial turnover from consultancy contracts during the relevant period, as per Form 5 of this RFP.

**Note:** No Exemption from criteria for Average Annual financial Turnover will be allowed to any bidder or category of bidders.

### **3.3 Key Personnel:**

- (i) The Bidder shall offer the services of only those Key Personnel who fulfill the eligibility requirements specified below.
- (ii) Bidder will offer the services of Three Key Personnel viz., Team Leader (One No.), Operational Expert (One No.), Financial Analyst (One No.) for the subject assignment. In case of requirement, the selected consultant at his discretion may utilize more manpower for completion of the subject assignment within stipulated timeframe, without additional financial implication to AERA.
- (iii) The Proposed Team Leader must be employee/partner of the Bidder since last two years on the date of submission of tender/bid and shall remain employed with the Bidder till completion of all the activities listed in Para 2.1.5 and 2.1.6.
- (iv) Operational Expert and Financial Analyst may be either on the pay rolls of the Bidder or may be engaged on contractual basis with the Bidder, provided his/her engagement to the subject assignment shall be till the completion of all the activities listed in Clause 2.1.5 and 2.1.6.
- (v) **Eligibility criteria for Key Personnel:** Each of the Key Personnel must fulfill the eligibility criteria specified herein below:

S. No.	Key Personnel	Prescribed Qualifications (Minimum)	Length of Professional Experience (Minimum)	Experience on Eligible Assignment
1.	Team Leader (One No.)	Full Time engineering Graduate with Full Time MBA/PGDM from recognized university/ institute	15 Years	(i) The Team Leader must have minimum 15 years post qualification cumulative experience of handling technical / financial / commercial / regulatory matters of infrastructure sector. (ii) Persons having experience in regulatory body will be given preference and accordingly, additional marks will be allotted as per marking scheme enumerated in Para 4.1 of this RFP.
2.	Operational Expert (One No.)	<u>Essential:</u> Full Time Engineering Graduate from recognized university/institute. <u>Desirable Qualification:</u> MBA / PGDM from recognized university / institute. Additional Mark for Desirable Qualification will be allotted, as per the marking scheme given in Para 4.1 of this RFP, if the Operational Expert possesses desirable qualification.	12 Years	(i) The Operational Expert must have minimum 12 years post qualifications cumulative experience in operations / management of Infrastructure Sector / Monitoring of Performance of Infrastructure Sector. (ii) Persons having experience in Aviation Sector will be given preference and accordingly, additional marks will be allotted as per marking scheme, enumerated in Para 4.1 of this RFP.
3.	Financial Analyst (01 No.)	<u>Essential:</u> Full Time Master's Degree in Statistics / Mathematical Statistics / Economics from recognized university /institute <u>Desirable Qualification:</u> (i)CA/ICWA/CMA or (ii) MBA/PGDM with specialization in Finance or having Major Subjects in Finance, from recognized university/institute. Additional Mark for Desirable Qualification will be allotted, as per	10 Years	(i) The Financial Analyst must have minimum 10 years post qualification cumulative experience in data analysis / data modelling / economic modelling / statistics / performance monitoring / benchmark analysis/ performance rating of public utilities etc. of infrastructure sector.  (ii) Persons having experience in Aviation Sector will be given preference and accordingly, additional marks will be allotted as per marking scheme, enumerated in Para 4.1 of this RFP.

		the marking scheme given in Para 4.1 of this RFP, if the Financial Analyst possesses desirable qualification.		
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- (vi) **Deployment of Key Personnel:** One Key Personnel to be deployed at AERA office for two days in a week from the commencement of the assignment till the completion of all the activities listed in Paras 2.1.5 and 2.1.6. It is not necessary that same Key Personnel is deployed continuously at AERA office. Accordingly, the Key Personnel may be deployed at AERA office on rotation basis as per requirement of AERA. However, in case of requirement, other Key Personnels of the Consultant may be called anytime at AERA office by the Management. After completion of all the activities listed in Paras 2.1.5 and 2.1.6, there is no requirement of deployment of any Personnel at AERA office.

### **3.4 Language of the Proposal**

Unless otherwise stipulated, the Proposal submitted by the Consultant and all subsequent correspondence and documents relating to the Proposal exchanged between the Bidder and AERA shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Proposal may be written in any other language provided a certified translation accompanies it in the English language. For purposes of interpretation of the Proposal, translation in the English language of the Proposal shall prevail.

### **3.5 Acquaintance with Local Conditions and Factors:**

At his own cost, responsibility, and risk, the Bidder is encouraged to visit, examine, and familiarise himself with the local conditions and factors. The Bidder acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, financial, and any other conditions or factors which would have any effect on the performance of the contract. Bidder shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, AERA shall have no responsibility and not entertain any request from the Bidder.

### **3.6 Cost of preparation and submission of Proposals**

The Bidder Consultant(s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which AERA may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Bidder, and AERA shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Consultant(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

### **3.7 Conflict of Interest:**

- (i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the AERA's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.
- (ii) The consultant has an obligation to disclose to AERA any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- (iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RFP document, the consultant shall not be hired under the circumstances set forth below:
  - a) **Conflicting activities:** a firm that has been engaged by the client to provide goods, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non-Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;
  - b) **Conflicting assignments:** Consultants (including its experts and sub-consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and
  - c) **Conflicting relationships:** A consultant (including its/his experts and subconsultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

### **3.8 TECHNICAL PROPOSAL**

#### **A. PRE-QUALIFICATION:**

- 3.8.1 Bidders shall submit the technical documents in the formats at Appendix-I (Form No. 1 to Form No. 10) (the **TECHNICAL PROPOSAL**) along with other prescribed documents.
- 3.8.2 While submitting the Bid, the Bidder shall, in particular, ensure that:
  - (a) All forms are submitted in the prescribed formats and are digitally/ink signed by the authorized-signatory;

- (b) The EMD is provided as per Clause 2.3;
- (c) Power of Attorney as specified in Appendix – I (Form-4), is executed as per Applicable Laws and submitted. Alternatively, a Board Resolution in favour of Authorized Signatory will also be accepted in lieu of Appendix – I (Form-4). A Power of Attorney/Board Resolution, which is valid on the date of bid submission, executed earlier, towards consultancy assignment will also be accepted.
- (d) CVs of all Key Personnel (Team Leader, Operational Experts and Financial Analyst) shall be included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.3 of this RFP;
- (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) CVs have been digitally/ink signed by the authorised signatory Photocopy and un-signed CVs shall be rejected;
- (h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP and counter signed by the Bidder.
- (i) Key Personnel proposed have good working knowledge of English language;
- (j) For establishing experience/past experience, required documents are attached per clause 3.1.
- (k) For establishing average annual turnover, requirement documents are attached as per clause 3.2.
- (l) A person/entity barred from participating in any project/assignment by the Central Government or any State Government or by any other authority under the direct or indirect control of the Central Government or any State Government, shall not be eligible to submit a proposal provided such bar is still subsisting. **An undertaking (on the letter head under the signatures of Authorized Signatory)** to be submitted by the Bidder that it has not been blacklisted by a Central/State Government/Regulatory institution and there has been no litigation with any Government Department on account of similar services must be submitted as part of technical documents.
- (m) There is no conflict of interest as per clause 3.7 as per declaration submitted by the bidder (Form 1).

3.8.3 Failure to comply with the requirements spelt out in Clause 3.8.2 shall make the Proposal liable to be rejected.

3.8.4 The Technical proposal shall not include any financial information relating to the Financial Proposal.

3.8.5 AERA reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification, or in case of non-verification by Bidder shall not be relieved of its obligations or liabilities hereunder nor will it affect any rights of the AERA there under.

3.8.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or if the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if he has not yet been appointed as the Consultant either by issue of the Letter of Award (LOA) or by entering into the Agreement. If the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by AERA along with forfeiture of EMD/Performance Security without AERA being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

## **B. TECHNICAL EVALUATION:**

3.8.7 Bids found eligible/responsive in the pre-qualification stage, will be considered for technical evaluation (including presentation/personal interaction) by the Technical Evaluation Committee. Evaluation will be carried out in accordance with the method given in clause 4.1 of this RFP.

### **3.8.8 PRESENTATION/PERSONAL INTERACTION:**

(i) Only the bidders found eligible/responsive, will be called for making presentation/personal interaction on the date and time intimated by AERA.

(ii) The presentation shall be held at:  
**3<sup>RD</sup> FLOOR, UDAAN BHAWAN,  
SAFDARJUNG AIRPORT,  
NEW DELHI-110003**

(iii) The date and time for presentation/personal interaction will be intimated by AERA through a notice (containing the list of pre-qualified bidders), published on the AERA's website ([www.aera.gov.in](http://www.aera.gov.in)) and by sending an email to only the pre-qualified bidders. It shall be the responsibility of the participating Bidders to check AERA's website regularly for any update on presentation/personal interaction. Publication of such notice on AERA's website will be deemed as if AERA has communicated/intimated the same individually to all the bidders, and AERA will not be liable for any technical issue, or lapse on the part of bidders whatsoever in this regard.

## **3.9 FINANCIAL PROPOSAL**

3.9.1 The Bidders/Bidders shall submit the Financial Proposal (Cover – II) in the format prescribed in the GeM Portal clearly indicating the cost of the Consultancy assignment, for the subject consultancy assignment in figures (in Indian Rupees). While submitting the Financial Bid, the Bidder shall ensure the following:

- (i) The professional fee quoted for the subject consultancy assignment in the Financial Bid shall be inclusive of all costs associated with the assignment and activities to be performed as per Terms of Reference/Scope of Work, and shall cover but not be limited to remuneration for all the Personnel, accommodation, air fare, equipment, printing of documents, surveys, third party documents, taxes, etc. No additional costs on any of the aforementioned expenditure heads over and above the financial quote shall be reimbursed by AERA. The Financial Bid shall be unconditional and unqualified.
- (ii) The Financial bids of only those tenderers shall be opened which are short listed after scrutiny of their Technical bid. The Financial bid of the bidders who do not qualify during scrutiny of Technical bid shall not be opened.

3.10 **PROPOSAL DUE DATE:** To be submitted on or before as indicated in the GeM Portal. AERA may, at its sole discretion, extend the Proposal due date by intimating/publishing the same on GeM Portal.

### **3.11 CLARIFICATION AND SHORTFALL DOCUMENTS:**

(i) During the evaluation of bids, AERA may, at its discretion, but without any obligation to do so,

ask Consultants to clarify its proposal/bid by a specified date. Consultants should answer the clarification within that specified date. The clarification request and response shall be submitted in writing or electronically. No change in the substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such a consultant. Any clarification submitted by a Bidder regarding its bids that is not in response to a request by AERA shall not be considered.

- (ii) AERA reserves its right to, but without any obligation to do so, seek any shortfall information/ documents. Provided such information/ documents are historical, which pre-existed at the time of the bid opening and which have not undergone change since then and do not grant any undue advantage to any consultant.
- (iii) If the Bidder consultant fails to provide satisfactory clarification and/or missing information, its bid shall be evaluated based on available information and documents.

**SECTION 4: CRITERIA FOR EVALUATION**

**4.1 TECHNICAL PROPOSAL EVALUATION**

4.1.1 Subsequent to qualifying pre-qualification stage, the Technical Proposals/Documents submitted by the Bidders shall be evaluated on the basis of Bidder’s understanding of Scope of Work/Terms of Reference, proposed methodology and work plan, and the qualification and experience of Key Personnel, and also personal interaction with the team leader, Operational Experts, Financial Analyst, as per details below:

**TECHNICAL EVALUATION: TOTAL MARKS – 100 [A (30) + B (40) + C (20) + D (10)]**

A	Approaches and Methodology and Presentation	Maximum Marks
	<p><u>Presentation* of the technical proposal:</u></p> <ul style="list-style-type: none"> <li>• The presentation shall be made by the Team Leader wherein presence of all other key personnels is also mandatory. In case of non-availability of any of the Key Personnel, Bidder will not be allowed to make presentation.</li> <li>• Presentation will, inter-alia, include the following along with the aspects covered in Form 7:               <ul style="list-style-type: none"> <li>• Understanding of key factors, terms of reference and deliverables, clarity of plan of action and methodology.</li> <li>• Strategies for stakeholders’ consultation (including survey, one-on-one meetings, focused group discussions, any other) and quality control.</li> </ul> </li> <li>• The presentation should not exceed a time limit of <b>20 (Twenty) minutes</b>.</li> </ul>	30

\* Refer clause 3.8.8 of this RFP for further details.

**B. Experience, Personal Interaction and Desirable Qualifications of Key Personnels (Total Marks: 40 with break up as given below)**

1. Team Leader

Key Personnel	Experience [as per clause 3.3 (v)] (Max Marks: 08)	Personal Interaction (Max Marks: 08)	Total Marks: 16
Team Leader (One No.)	a) More than 15 years and upto 18 years: 5 marks; b) More than 18 years: 6 marks; c) Additional 2 Marks for regulatory experience		

2. Operational Expert

Key Personnel	Experience (Max Marks: 05) [as per clause 3.3 (v)]	Desirable Qualification (Marks: 2)	Personal Interaction (Max Marks: 05)	Total Marks: 12

Operational Expert (One No.)	a) More than 12 years and upto 15 years: 3 marks; b) More than 15 years: 4 marks; c) Additional 1 Mark for Aviation experience	As per sl. No. 2 of the table given in clause 3.3 (v)		
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3. Financial Analyst:

Key Personnel	Experience (Max Marks: 05) [as per clause 3.3 (v)]	Desirable Qualification (Marks: 2)	Personal Interaction (Max Marks: 05)	Total Marks: 12
Financial Analyst (One No.)	a) More than 10 years and upto 12 years: 3 marks; b) More than 12 years: 4 marks; c) Additional 1 Mark for Aviation experience	As per sl. No. 3 of table given in clause 3.3 (v)		

C	Eligible Assignments of the Bidder	Total Marks: 20
(1)	<p>The Bidder must have at least five years of experience in consultancy services (ending month of march prior to bid opening) and has completed at least 5 assignment of consultancy services over the last five years i.e., the current financial year (till last date of submission of bid) and the last five financial years (ending month of March prior to bid opening).</p> <p>Out of this, at least 01 (one) consultancy assignment must be in the infrastructure sector, as described in para 3.1 (iii) of this RFP. If the Bidder has completed more than one assignment in the infrastructure sector, marks will be allotted as per the following scheme:</p> <p>(a) Two to Four Assignments – 08 Marks (b) Five and above assignments – 10 Marks</p>	Max Marks: 10
(2)	<p>In case above assignments are performed in Aviation Sector, marks will be allotted as per the following scheme:</p> <p>(a) One Assignment - 05 Marks (b) Two and above assignments - 10 Marks</p>	Max Marks: 10

D	Financial Strength of the Bidder	Total Marks: 10

(i) Bidder must have Minimum Average Annual Financial Turnover of at least Rupees Five Crores only during the last three financial years (ending month of March prior to bid opening). For average annual financial turnover over and above the threshold, marks will be allotted as indicated in this table.	(a) More than Rs. 5 crores and upto Rs. 15 crores: 3 marks	Max Marks: 05
	(b) More than Rs. 15 crores and upto Rs. 50 crores: 4 marks	
	(c) More than Rs. 50 crores: 5 marks	
(ii) Out of (i) above, Bidder must have average annual financial turnover of at least 50% during the last three financial years (ending month of March prior to bid opening) from consultancy contracts. For such average annual financial turnover from consultancy contracts over and above the threshold, marks will be allotted as indicated in this table.	(a) More than 50% and upto 60% of Average Annual Turnover: 3 marks	Max Marks: 05
	(b) More than 60% and upto 70% of Average Annual Turnover: 4 marks	
	(c) More than 70% of Average Annual Turnover: 5 marks	

4.1.2 Quality and Cost Based Selection (QCBS) approach will be used for selection in this RFP. Under this approach, technical evaluation has been assigned 70% weightage and financial quote has been assigned 30% weightage. Marks for technical evaluation will be allotted by the Technical Evaluation Committee based on the criteria defined in Para 4.1 of this RFP. A minimum of 70 marks (minimum prescribed marks) is necessary for qualifying in the Technical Bid and being considered for next stage of financial evaluation. Subsequently, Overall scoring (Technical as well as Financial) will be done on the basis of marks secured by the bidders by the GeM Portal. Accordingly, the Bidder to submit the Two Packet Bid on GeM Portal containing technical proposal and financial quote for the subject assignment.

4.1.3 The Technical Proposals will be given an absolute Technical Marks based on the evaluation criteria

prescribed in 4.1.1 above. The marks so obtained by the bidders will be uploaded on the GeM Portal. A minimum of 70 marks (minimum prescribed marks) is necessary for qualifying in the Technical Bid. Bids which have not obtained minimum prescribed marks in this technical evaluation will not be considered for evaluation in subsequent stage. Subsequent relative technical scoring will be calculated by the GeM Portal.

4.1.4 The bidders will have a provision for making representations on GeM Portal for technical clarifications during technical evaluation as per timelines indicated in Bid Document.

## **4.2 FINANCIAL PROPOSAL EVALUATION:**

4.2.1 Based on the technical evaluation, financial bids of the technically qualified bidders shall be opened, for subsequent evaluation and allotment of final scores, as per the methodology of the GeM Portal. Financial Bids of the Bidders, which do not technically qualify, shall not be opened.

4.2.2 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Bidder.

## **4.3 OVERALL EVALUATION AND OFFER OF CONTRACT**

4.3.1 The weightage given to the technical and financial proposals are: Technical = 70% and Financial = 30% respectively.

4.3.2 The Proposals will be ranked according to their combined technical and financial scores in accordance with the weightage assigned to the two and will be calculated as per the formula of the GeM Portal. The bidder who has obtained the highest final score on GeM will be selected for award of the subject assignment.

4.3.3 There may be a scenario where more than one participating bidders have obtained equal highest final scores as per 4.3.2. In this scenario, the bidder, who has quoted lowest financial bid (out of those bidders who have obtained equal highest final scores) will be selected for award of subject assignment.

4.3.4 Participating Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on the AERA, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

#### **4.4 Substitution of Key Personnel:**

- 4.4.1 Unless the AERA may otherwise agree in writing, no changes shall be made in the Key Personnel(s).
- 4.4.2 Notwithstanding the above, the substitution of Key Personnel(s) during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed two nos. of total key personnels.
- 4.4.3 If the Consultant hereafter proposes to engage any person as professional Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form 10) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the Authority.
- 4.4.4 Substitution of any key personnel at the request of the Consultant shall be subject to a reduction of payable contract value, which would have been paid to the consultant for the entire period of the contract (inclusive of GST), by two (02) percent for each key personnel substituted.
- 4.4.5 The Consultant shall be liable to the Authority for any costs or effect of or damage or delay to the performance of services to the Authority or any other event of loss or damage incurred or likely to be incurred by the Authority, if any during such period of substitution of the Key Personnel, or as a result thereof.

#### **4.5 AWARD OF CONSULTANCY AND SUBMISSION OF PERFORMANCE SECURITY**

- 4.5.1 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the AERA to the Selected Bidder and the Selected Bidder shall, within 7 (seven) working days of receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and submit Performance Security equivalent to five (05) percent of the value of the award for Consultancy, in any of the forms prescribed in GeM General Terms and Conditions, within 30 days from the issuance of LoA.
- 4.5.2 In the event, the duplicate copy of the LOA duly signed by the Selected Bidder, and Performance Security, is not received by the stipulated date, AERA may, unless it consents to extension of time for submission thereof due to unavoidable circumstances, forfeit the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA.

- 4.5.3 AERA shall invoke the Performance Security, to be appropriated against breach of terms and conditions of the contract in completing the task or towards any amounts as may be payable by the Consultant to AERA.
- 4.5.4 For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts over and above the Performance Security, AERA, without prejudice to its rights and remedies as may be available under applicable laws, may make deductions from any subsequent payments due and payable to the Consultant, hereunder, either in this agreement or any other live agreement with AERA as if it is appropriating the Performance Security in accordance with the provisions of this RFP.
- 4.5.5 The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security without notice to the Consultant in the event of breach terms of RFP/Agreement.
- 4.5.6 The Performance Security shall be released to the party after completion of all the activities listed in Clause 2.1.5 and 2.1.6 of this RFP, after submission of undertaking on non-judicial stamp paper of Rs.100/-, for providing assistance as per clause 2.1.7 of this RFP.

#### **4.6 EXECUTION OF AGREEMENT**

The Selected Bidder shall sign the Agreement within 30 (Thirty) days from the issue of the LOA on non- judicial stamp paper of Rs.100/- (the cost of same is to be borne by the Selected Bidder). The Selected Bidder shall not be entitled to seek any deviation in the terms and conditions of the Agreement.

In case of delay in signing/execution of the agreement, two (02) percent of the contract value will be deducted from the upcoming payment.

#### **4.7 COMMENCEMENT OF ASSIGNMENT**

The assignment will be required to commence from the date of signing of agreement by both parties or on sixteenth day from the issuance of Letter of Award, whichever is earlier.

If the Selected Bidder fails to commence the assignment as specified herein, the Performance Security of the Selected Consultant shall be invoked.

## **SECTION 5: TIMELINES AND PAYMENT SCHEDULE**

**5.1 Deliverables and Payment Schedule:** The Selected consultant shall be paid professional fees for the services rendered as per following schedule:

<b>Description of Deliverable and Activities therein</b>		<b>Time allowed (Year / Months / Days)</b>	<b>% of the professional fee payable</b>
Deliverable 1	Activity 1: Analysis and Assessment	1.5 Months	40%
	Activity 2: Identification of fresh Performance Standards and Monitoring Mechanism	1 Month	
	Activity 3: Issuance of Consultation Paper	15 Days	
Deliverable 2:	Formulation of criteria and RFP for selection of Third Party Agency for Actual Monitoring, Assessment, Measurement and Evaluation of Performance Standards, and Advising AERA for rationalization of aeronautical tariff for non-fulfilment/non-compliance of performance standard (s).	Concurrent with Deliverable 3	10%
Deliverable 3:	Activity 4: Conduct of Stakeholders Consultation Meeting, Preparation of Minutes, Compiling comments, analysis and framing replies	1 Month	50%
	Activity 5: Preparation and Finalization of Performance Standards and Monitoring Mechanism	1 Month	
Deliverable 4:	Activity 6: Assistance* by Consultant – Post Notification / Order	1 Year	Submission of Undertaking by the Consultant

\* The details regarding assistance are given in Para 2.1.7 of this RFP.

**Note:**

- 1. The payment for each deliverable will be independent of other deliverables. Payment for deliverable 2 will be made after completion of all activities under Deliverable 3.**
- 2. Payment for each deliverable will be made after completion of all the activities mentioned against respective deliverable in the table given in Section 5 of this RFP.**
- 3. Extension of Delivery Period and Liquidated Damages will be as GeM General Terms and Conditions. However, Liquidated Damages pertain to Deliverable 1, 2 and 3 only (and not for Deliverable 4) and will be applicable on delay of all the activities/deliverables, taken together, and not for delay in individual activity/deliverable.**
- 4. AERA may extend the delivery period at its discretion for excusable delay not attributable/due to Consultant without any financial implications.**

## **SECTION 6: FRAUD AND CORRUPT PRACTICES**

- 6.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, AERA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, AERA shall, without prejudice to its other rights or remedies, forfeit and appropriate the EMD, as genuine, pre-estimated compensation and damages payable to AERA for, *inter alia*, time, cost and effort of AERA, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 6.2 Without prejudice to the rights of AERA under Clause 6.3 hereinafter and the rights and remedies which AERA may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by AERA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by AERA during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be. Further, in such an event, AERA shall, without prejudice to its other rights or remedies, forfeit and appropriate the PERFORMANCE SECURITY, as genuine, pre-estimated compensation and damages payable to AERA for, *inter alia*, time, cost and effort of AERA, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 6.3 For the purposes, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AERA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AERA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of AERA in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by AERA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

## SECTION 7: APPENDICES

### 7.1: Appendix – I

Form – 1

#### TECHNICAL BID (Including Unconditional Acceptance)

To,

Airports Economic Regulatory Authority of India,  
3<sup>rd</sup> Floor, Udaan Bhawan,  
Safdarjung Airport,  
New Delhi – 110003.

**Sub: Request for Proposal for Engagement of Consultant for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities - reg.**

Dear Sir,

With reference to your RFP Document No. 01/2024-25 dated.....,I/we, having examined all relevant documents and understood their contents, hereby submit our proposal for selection as Consultant for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities and declare as follows:

1. I, [Name], [Designation], of [Name of the Bidder], a company incorporated under the Companies Act, 1956/2013, having its CIN [●] and registered office at [●], am a duly authorized representative/signatory of [Name of the Bidder], authorized vide Board Resolution dated [●] to submit the Proposal in the subject matter for and on behalf of the [Name of the Bidder].

or

I, [Name], [Designation] of [Name of the Entity], a Partnership firm, registered under the Indian Partnership Act, 1932 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at [●] and having Registration No.[●]dated[●], am a duly authorized representative/signatory of [Name of the Bidder] to submit the Proposal in the subject matter for and on behalf of the [Name of the Bidder].

or

I, [Name], [Designation] of [Name of the Entity], registered under the Limited Liability Partnership Act, 2008 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at [●]and having Registration No. [●]dated[●], am a duly authorized representative/signatory of [Name of the Bidder] to submit the Proposal in the subject matter for and on behalf of the [Name of the Bidder].

Or

I, [Name], am acting as the sole proprietor of the proprietary firm carrying on its business under the name and style as hereinbefore mentioned and having its principal office at [●].

Or

I, [Name], [Designation] of [Name of the Entity], registered under the Society's Act carrying on its business under the name and style as hereinbefore mentioned and having its principal office at [●]and having Registration No. [●]dated[●], am a duly authorized representative/signatory of [Name of the Bidder] to submit the Proposal in the subject matter for and on behalf of the [Name of the Bidder].

Or

I, [Name], [Designation] of [Name of the Entity], constituted under the Act..... carrying on its business under the name and style as hereinbefore mentioned and having its principal office at [●]and having Registration No. [●]dated[●], am a duly authorized representative/signatory of [Name of the Bidder] to submit the Proposal in the subject matter for and on behalf of the [Name of the Bidder].

2. With regard to the subject assignment, I/We hereby unconditionally accepts the RFP Document No. 01/2024-25 conditions in its entirety for the above work. The contents of the RFP have been noted and it is clarified that after unconditionally accepting the RFP conditions in its entirety, it is not permissible to upload any additional file or put any remark/conditions.
3. I/We acknowledge that the AERA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such proposal are true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid assignment.
5. I/We shall make available to the AERA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the AERA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any assignment or contract nor have had any contract terminated for breach on our part.
8. I/We declare that:
  - I/We have examined and have no reservations against the RFP Documents, including any Addendum issued by the AERA;
  - I/We do not have any “conflict of interest” in accordance with Clause 3.7 of the RFP Document;
  - I/We shall be duty bound to proactively inform AERA of any change in our compliance with conflict of interest stipulations as soon as it occurs.
  - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the AERA or any other public sector enterprise or any government, Central or State; and,
  - I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - I/We hereby certify that technical documents and financial quote are submitted separately.
9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidder.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no indictment/action has been taken by any regulatory authority either against us or Associates or against our CEO/ Bidder /Partner/Directors.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by AERA in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned assignment.
14. The EMD of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) has been paid, as prescribed by the GeM Portal OR necessary document for seeking exemption has been attached. (Bidder to mention the applicable clause).
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Consultancy for the assignment is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the proposal due date as per Clause 3.10 of the RFP.
17. A Power of Attorney in favour of the Authorized Signatory to sign and submit this proposal and documents is attached herewith in Form 4 OR A Board Resolution in favour of Authorized Signatory is attached in lieu of Form-4 OR A Power of Attorney/Board Resolution, which is valid on the date of bid submission, executed earlier, towards consultancy assignment is attached herewith in Form 4.
18. In the event of my firm/ company/ corporation being selected as the Consultant, I/we agree to enter into an Agreement with AERA for carrying out the assignment as set out in the RFP.
19. The Financial Bid is being submitted in the manner and form as prescribed in this RFP. This Technical Bid read with the Financial Bid(s) shall constitute the Application which shall be binding on us.
20. I/We have studied RFP carefully and understand that except to the extent as expressly set forth in the RFP we shall have no claim, right or title arising out of any documents or information provided to us by AERA or in respect of any matter arising out of or concerning or relating to the selection process including the award of Consultancy.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)  
(Name and seal of the Bidder)

\*In case the Bidder is unable to provide the certification specified in point 10, it may precede the paragraph by the words viz. "Except as specified in Schedule .....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. AERA will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

**Particulars of the Bidder**

1.1	<p>Title of Consultancy:  <b>Engagement of Consultant for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities</b></p>
1.2	<p>State whether applying as a Sole Proprietorship Firm or Partnership Firm or LLP or Company or Society or Statutory Body and provide details of the relevant authorization</p>
1.3	<p>State the following:-          Name of the Sole Proprietorship Firm or Partnership Firm or LLP or Company or Society or Statutory Body          Country of incorporation:          Registered address:          Year of Incorporation:          Year of commencement of business:          Principal place of business:          Whether the company is in the business of consultancy if yes please specify duration/period:          Brief description of the Bidder including details of its main lines of business:-           Name, designation, address and phone number of Authorized Signatory of the Bidder:          Name:          Designation:          Company:          Address:          Phone No.:          Fax No.:          E-mail address:</p>
1.4	<p>For the Bidder, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?                Yes/No If yes, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for breach of contract in the last three years?                Yes/No</p> <p>(iii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last three years?                Yes/No</p> <p>(iv) Has the Bidder or any of its Associates stands blacklisted by any Government department/Public Sector Undertaking/Statutory body as on date of issue of this RFP .                Yes/No</p> <p>(v) Has the Bidder or any of its Associates suffered bankruptcy/insolvency in the last three years?                Yes/No</p> <p>(vi) Number of assignments completed in consultancy services.</p> <p><b>Note:</b> If the answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
	<p align="right">[Signature, name and designation of the Authorised Signatory]          For and on behalf of .....</p>

**Statement of Legal Capacity**

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Engagement of Consultant for formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities.**

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual’s name) will act as our Authorized Representative/will act as the Authorized Representatives of the sole firm/Company on our behalf and has been duly authorized to submit our Proposal.

Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)  
For and on behalf of .....

**Power of Attorney**

Know all men by these presents, we,.....(name of firm and address of the registered office)  
do hereby constitute, nominate, appoint and authorize  
Mr/Ms.....son/daughter/wife and presently residing at  
,....., who is presently employed with us and holding the position  
of..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representatives**”)  
to do in our name and our behalf, all such acts, deeds and things as are necessary or required in connection with or  
incidental to the submission of our Proposal for selection as the Consultant to “**Engagement of Consultants for  
formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of  
Service and Associated Activities**”, including but not limited to signing and submission of all applications,  
proposals and other documents and writings, participating in pre-bid and other conferences and providing  
information/responses to the AERA, representing us in all matters before the AERA, signing and execution of all  
contracts and undertakings/declarations consequent to acceptance of our proposal and generally dealing with the AERA  
in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award  
thereof to us till the execution of appropriate Agreement/s with the AERA.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said  
Authorized Representatives pursuant to and in exercise of the powers conferred by the instant deed of Power of Attorney  
and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred  
shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED  
THIS POWER OF ATTORNEY ON THIS ..... DAY OF....., 20\*\*

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised  
Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

- 1. The mode of execution of the Powers of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized by a notary public.
- 2. Wherever applicable, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Financial Capacity of the Bidder**  
[Refer Clause 3.2]

<b>S. No.</b>	<b>Financial Year</b>	<b>Total Annual Financial Turnover (Figures in INR)</b>	<b>Turnover from Consultancy Services (Figures in INR)</b>
1			
2			
3			
	Average Annual Financial Turnover		

[Signature, name and designation of the Authorised Signatory]  
For and on behalf of Participating Bidder.....

**Certificate from the Statutory Auditor**

This is to certify that ..... (Name of the Bidder) had a turnover, as shown above, against the respective years.

Name of the Authorized Signatory:

Designation:

Name of the Audit firm:

(Signature of the Authorized Signatory of the Statutory Auditor)  
Seal of the Firm

**Note:**

- ❖ Please do not attach any printed Annual Financial Statement.
- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**PARTICULARS OF KEY PERSONNEL**

**Particulars of Key Personnel**

S. No.	Designation of key personnel	Name	Educational Qualification	Length of Professional Experience	Name of Firm	Employed Since	Experience in eligible assignments	Proposed Deployment of the Key Personnel in the Current Assignment
1								
2								
3								

Note: Participating Bidder may attach more sheets if required.

**Proposed Methodology and Work Plan shall be described in the form of Note as follows**

1. Understanding of Assignment / Project (not more than two pages)

The Bidder shall clearly state its understanding of the Assignment / Project and also highlight its important aspects. The Bidder may supplement various requirements of the assignment/project and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the assignment/project.

2. Methodology and Work Plan (not more than five pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives of the assignment. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Experience of Bidder**

[Refer to Clauses 3.1]

S. No.	Name/Details of the Assignments (providing the scope of work conducted)	Year of Assignment
1		
2		

Note: Participating Bidder may attach more sheets if required.

**Experience of Key Personnel**

[Refer to Clauses 3.3 and 4.1]

**Name and experience of the Key Personnel:**

**Designation:**

S. No.	Name of the Project / Assignment	Name of firm for which the Key Personnel worked	Designation of the Key Personnel the project	Date of Completion of project assignment	Man days spent
1					
2					
3					
4					
5					

**Note:** Use separate Form for each Key Personnel (Team Leader, Operational Expert, Financial Analyst)

**Curriculum Vitae (CV) of Key Personnel (i.e. Team Leader, Operational Expert and Financial Analyst)**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Key Personnel has worked-

Project Name	Description of assignment performed
--------------	-------------------------------------

Details of the current assignment and the time duration for which services are required for the current assignment.

**Certification:**

1. I am willing to work on the assignment/ project and I will be available for the entire duration of the Consultancy assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications. Further, I have requisite post-qualification experience as per Clause No. 3.3.
3. I shall maintain full confidentiality with respect to the material, information, document, etc. as may be made available to me during the proposed assignment.

(Signature and name of the Professional)  
Place.....

(Signature and name of the Authorized Signatory of the Bidder)

**Note:**

1. Use separate form for each Key Personnel.
2. The CV shall be signed by the Personnel concerned. Authorized Representative of the Bidder to digitally/ink sign along with the seal of the firm.

7.2 **APPENDIX: II: CONSULTANCY AGREEMENT**

**AGREEMENT**

**Engagement of Consultants for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities**

**AGREEMENT No.** \_\_\_\_\_

This agreement (hereinafter called the “**Agreement**”) is made on the \_\_\_\_\_ of the month of \_\_\_\_\_ 20XX, between, on the one hand, the Secretary, Airports Economic Regulatory Authority of India (hereinafter called the “**Authority**” or “**AERA**”, which expression shall, include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the “**Consultant**”, which expression shall, include their respective successors and permitted assigns).

**WHEREAS**

The Authority vide its Request for Proposal (RFP No. 01/2024-245 (“**RFP**”) for **Engagement of Consultants for Formulation of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service and Associated Activities**) (Hereinafter called the “**Consultancy**”) invited proposals from Bidders possessing the requisite experience and capabilities required for undertaking this consultancy;

The Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP read together with the clarifications, corrigendum, addendum, etc. issued by the Authority and this Agreement;

The Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated.....(the “**LOA**”); and

In pursuance of the **LOA**, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. GENERAL**

**1.1 Definitions and Interpretation**

**1.1.1** The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) “**Agreement**” means this Agreement, together with all the Annexures;
- b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1;
- c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) “**Dispute**” shall have the meaning set forth in Clause 10;
- g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) “**Government**” means the Government of India.
- i) “**INR, Re. or Rs.**” means Indian Rupees;
- j) “**Party**” or “**Parties**” means the Authority or the Consultant, individual and collectively means Parties;
- k) “**Key Personnel**” means the Team Leader, Operational Expert, Financial Analyst read with the provisions of Clause 3.3 of the RFP No. 01/2024-25;

- l) **“RFP”** means the Request for Proposal (**RFP No.01/2024-25**) document in response to which the Consultant’s proposal for providing Services was accepted;
- m) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- n) All terms and words not defined herein shall, unless the context otherwise requires, have the meanings assigned to them in the RFP.

**1.1.2** The following documents along with clarifications issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- a) Agreement;
- b) Annexure of Agreement;
- c) RFP No. 01/2024-25 and clarifications, corrigendum, addendum, etc. issued by the Authority pursuant thereof; and
- d) Letter of Award

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Key Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

## **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by email and by letter delivered by hand to the address given and marked for attention of the Consultant’s Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided

that notices or other communications to be given to an address outside India specified in Sub clause b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, or by air mail, or by courier, or by email to the address as the Consultant may from time to time specify by notice to the Authority;

- b) in the case of the Authority, be given by email and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city (Delhi) as the Authority's office, it may send such notice by email and by registered acknowledgement due, or by air mail, or by courier, or by email to the address; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered. It shall be deemed to have been delivered on the actual date and time of the delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **1.8 Location**

The Services shall be performed, delivered at the offices of the Authority or any other place of the Authority as required, in accordance with the provisions of RFP No. 01/2024-25 and at such locations as are incidental thereto, including the offices of the Consultant.

## **1.9 Authorized Representatives**

**1.9.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

**1.9.2** The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

**Secretary,**  
**Airports Economic Regulatory Authority of India**  
3<sup>rd</sup> Floor, Udaan Bhawan,  
Safdarjung Airport, New Delhi-110003  
Tel: +91 11 24695040

**1.9.3** The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be (fill details below):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **1.10 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay statutory taxes as may be applicable as part of the subject assignment.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect from the date of signing of agreement by both the parties.

### **2.2 Commencement of Assignment**

The assignment will be required to commence from the date of signing of agreement by both parties or on sixteenth day from the issuance of Letter of Award, whichever is earlier.

If the Selected Bidder fails to commence the assignment as specified herein, the Performance Security of the Selected Consultant shall be invoked.

### **2.3 Termination of Agreement for failure to Commence Assignment**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. Further, in such a scenario, the Performance Security of the Selected Consultant shall be invoked.

### **2.4 Validity of Agreement**

Unless terminated earlier pursuant to Clause 2.9 hereof, the agreement shall be valid for a period of One Year and Five Months from the commencement of assignment.

However, AERA reserves the right to extend the period at its own discretion without any financial implication to AERA.

### **2.5 Entire Agreement**

**2.5.1** This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn, provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

**2.5.2** Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP No. 01/2024-25 shall apply.

### **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **2.7 Force Majeure – As per GeM GTC**

### **2.8 Suspension of Agreement**

Notwithstanding any other clause in this Agreement, the Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

### **2.9 Termination of Agreement**

#### **2.9.1 By the Authority**

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations

hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days;
- g) a situation of conflict of interest as set out in Clause 3.7 of the RFP No. 01/2024-25 and Clause 3.2 of this Agreement;
- h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 By the Consultant**

The Consultant may, by not less than 30 (thirty) days" written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach in question, the manner in which such breach has affected the performance of the Services of the Consultant under this Agreement and the action required from the Authority with regard to such breach;
- c) as the result of the Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner without causing any detrimental effect to the work/ service in question and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof. Further, the Consultant agrees to render all assistance to the Authority in this regard.

### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the necessary payments to the Consultant after offsetting against these payments any amount that may be due from the Consultant to the Authority having due regard to the completed milestones or deliverable by the Consultant.

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. However, the provisions of this Clause 2.9.6 will not affect the right of the Authority to initiate the process for fresh award of this Agreement or to award this Agreement to some other Consultant.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests.

#### **3.1.2 Terms of Reference**

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Clause 2.1 of the RFP No. 01/2024-25. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### **3.1.3 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Key Personnel of the Consultant comply with the Applicable Laws.

#### **3.1.4 Indemnity**

The Consultant shall, subject to the provisions of this Agreement, indemnify AERA, for an amount not exceeding value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

### **3.2 Conflict of Interest**

**3.2.1** The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement making this Agreement liable to termination at the behest of the Authority.

**3.2.2** Clause 3.7 of the RFP No. 01/2024-25 may be referred for further details on conflict of interest.

**Note:** Decision of Authority on defining any activity as conflict of interest shall be final and binding on the consultant.

#### **3.2.3 Consultant not to benefit from commissions discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this

Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Key Personnel, similarly shall not receive any such additional remuneration.

**3.2.4** The Consultant and its Key Personnel, employees, officers, agents, and advisors shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively “**Prohibited Practices**”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, as genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

**3.2.5** Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

**3.2.6** For the purposes of Clauses 3.2.4 and 3.2.5, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.3 Confidentiality**

The Consultant and its Key Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Key Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to

the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Key Personnel or either of them may disclose, with prior written approval of the Authority, Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, its Key Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Key Personnel;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Key Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Key Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Key Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

Subject to the confidentiality obligations above, the Consultant shall be allowed to use this engagement as an experience citation with other clients.

### **3.4 Liability of the Consultant**

**3.4.1** The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

**3.4.2** The Parties hereto agree that in case of error, variation, negligence or willful misconduct on the part of the Consultant or its Key Personnel or on the part of any person or firm acting on behalf of the Consultant in carrying out the Assignment, the Consultant, with respect to damage caused to the Authority's property, shall be liable to the Authority for an amount equal to the damage caused to the Authority's property.

### **3.5 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the professional Key Personnel as are not listed in Annexure-I; or
- b) Any other action that is specified in this Agreement.

### **3.6 Reporting obligations**

**3.6.1** The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers, and, within the time periods set forth therein.

### **3.7 Documents prepared by the Consultant to be property of the Authority**

**3.7.1** All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or any Third Party appointed by the Consultant) in performing the Services shall become and remain the property of the Authority, and all Intellectual Property Rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the Intellectual Property Rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

**3.7.2** The intellectual property of any document/information/data either owned by third party or by the Consultant, referred by the latter for performing activities/deliverables under this consultancy assignment, will remain with the respective parties. However, one copy (either hard or soft) of each such referred document to be submitted by the consultant along with the respective deliverables. This will however exclude any trade secrets or any other document explicitly/specifically prohibited from sharing by way of any contract or applicable law.

**3.7.3** The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes not related to this Agreement without the prior written approval of the Authority.

**3.7.4** The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.8 Materials furnished by the Authority**

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority. The Consultant would be allowed to retain a copy of its working papers to maintain a professional record of its involvement in the engagement and to comply with applicable legal and regulatory requirements. Also, it is appreciated that it may not be possible for the Consultant to permanently dispose-off all information so furnished (for instance in terms of information embodied in project related emails). In all cases, the Consultant shall be responsible for not using such information for purposes unrelated to this Agreement without the prior written approval of the Authority.

### **3.9 Accuracy of Documents**

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

### **3.10 Providing access to the Consultant Office and Key Personnel**

The Consultant shall ensure that the Authority, and, officials of the Authority having authorization from the Authority, are allowed to visit, if required, to the Consultant’s Office and interact with the Key Personnel during office hours.

## **4. CONSULTANT’S KEY PERSONNEL**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Key Personnel as may be required to carry out the Services.

### **4.2 Deployment of Key Personnel**

The designations, names, and, other particulars of each of the Consultant’s Key Personnel required in carrying out the Services are described in Annexure-I of this Agreement. No other Key Personnel shall be engaged without prior approval of the Authority.

**4.3 Substitution of Key Personnel:** As per clause 4.4 of the RFP No. 01/2024-25.

## **5. OBLIGATIONS OF THE AUTHORITY**

**5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to:

- a) provide the Consultant, its Key Personnel with work permits as may be necessary to enable the Consultant, its Key Personnel to perform the Services; and
- b) issue to officials, agents and representatives of the stakeholders all such communications as may be necessary or appropriate for the prompt and effective implementation of the assignment.

**5.2 Access to Airports**

The Authority shall make best efforts to ensure that the Consultant have access to the Airports for the performance of subject assignment.

**5.3 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

**5.4 Change in Applicable Law**

TDS on consultancy fees shall be deducted and statutory taxes shall be payable by the Authority as per the applicable laws.

**6. Deliverables and Payment Schedule:**

**6.1** Agreement Value: The value of this assignment is Rs...../- (Rupees..... only) on the basis of financial quote in the tender document and subsequent negotiations, if any. Payment will be released as per the Section 5 of the RFP No. 01/2024-25.

**6.2 Currency of payment**

All payments shall be made in Indian Rupees.

**6.3 Mode of billing and payment**

- (i) The Authority shall make best efforts to release the payment due to the Consultant within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars.
- (ii) The Consultant shall be paid as per the Payment Schedule at clause 6.1 above of this Agreement.,
- (iii) The Authority shall pay to the Consultant, only the undisputed amount.
- (iv) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of the Deliverables. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (v) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

**7. PERFORMANCE SECURITY:** As per clause 4.5 of the RFP No. 01/2024-25.

**8. LIQUIDATED DAMAGES / COMPENSATION FOR DELAY :** As per clause 5.1 of the RFP No. 01/2024-25.

**9. FAIRNESS AND GOOD FAITH**

**9.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

**9.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such Unfairness.

**10. SETTLEMENT OF DISPUTES : As per GeM General Terms and Conditions.**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

**SIGNED AND DELIVERED**

**For and on behalf of Consultant**

**SIGNED AND DELIVERED**

**For and on behalf of Airport Economic Regulatory Authority of India**

\_\_\_\_\_

In the presence of:

1.

2.

\_\_\_\_\_

**Deployment of Key Personnel (Team Leader, Operational Expert, Financial Analyst)**

Particulars of Key Personnel

S. No.	Designation of key personnel	Name	Educational Qualification	Length of Professional Experience	Name of Firm	Employed Since	Experience in eligible assignments	Deployment of the Key Personnel in the Current Assignment
1								
2								
3								

**7.3 APPENDIX: III: FORMAT OF PERFORMANCE BANK GUARANTEE (TO BE SUBMITTED BY THE SELECTED AGENCY POST ISSUANCE OF LETTER OF AWARD)**

1. In consideration of the Airports Economic Regulatory Authority of India (hereinafter called 'the AERA') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the Consultant'] from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Consultant of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We, \_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [Consultant] do hereby undertake to pay to the AERA an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the AERA by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the AERA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the AERA by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the AERA any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the AERA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till AERA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all 24 DBOD – MC on Guarantees & Co-acceptances 2010 liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of bank) further agree with the AERA that the AERA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the AERA against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or

omission on the part of the AERA or any indulgence by the AERA to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AERA in writing.

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).