

Request for Proposal

for

Selection of

Consultant cum
Transaction Advisor

For

Operation, Management &
Development of
IGRUA,

Ministry of Civil Aviation, Govt. of India

RFP No. : AV-28060/10/2017-GA Dated 18,October, 2017

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Disclaimer

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Ministry or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Ministry to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Ministry in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Ministry, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Ministry accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Ministry, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Ministry also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Ministry may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Ministry is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Ministry reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Ministry or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Ministry shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Agreement	As defined in Schedule -2
Agreement Value	As defined in Schedule -2
Applicable Laws	As defined in Schedule – 2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Ministry	As defined in Clause 1.1
Conflict of Interest	As defined in Clause 2.3
Consultancy	As defined in Clause 1.1.3
Consultancy Team	As defined in Clause 2.2.1
Consultant & Transaction Advisor	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 1.2 of Schedule-1
Documents	As defined in Clause 2.9
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Projects	As defined in Clause 3.1.3
Expatriate Personnel	As defined in Clause 1.1.1(h) of Schedule-2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule -2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.2.1
LOA	Letter of Award
Official Website	As defined in Clause 1.11.1
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Prohibited Practices	As defined in Clause 4.1
Proposals	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.8
RFP	As defined in Disclaimer
Resident Personnel	As defined in Clause 1.1.1(n) of Schedule-2

Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(p) of Schedule -2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

- 1.1.1 Ministry of Civil Aviation (MoCA), Government of India (**hereinafter referred as the “Ministry”**) in its persistent efforts to provide impetus to the sustained growth of Civil Aviation in India, to provide world class Aviation services to its stakeholders has been endeavoring with various initiatives in the Civil Aviation Sector.
- 1.1.2 The Ministry has decided to select a strategic partner for Operation, Management & Development of the Indira Gandhi Rashtriya Uran Academy (IGRUA), Fursatganj Airfield, Raebareli, Uttar Pradesh 229302, India. The Ministry expects to receive proposals from world renowned Aviation Training Institute Operators (ATI Operator) for the Project with clearly defined roles and responsibilities and risks of each entity and both, the ATI Operator and IGRUA will then enter into an agreement(s) to operationalize the arrangement.
- 1.1.3 In connection with the Project, the Ministry intends to appoint a Consultant & Transaction Advisor to assist the Ministry in formulating a strategic road map for the structuring and development of IGRUA, identifying the proposed structure for the project and providing assistance in the bid process right from the conception of the appropriate form and structure, prepare and develop revenue model, analyzing financial, technical and legal aspects of such arrangement, drafting of Agreement to be signed between the Ministry/IGRUA and the Selected Party/ ATI Operator, determine bidding parameters, preparation of RFQ and RFP documents, conducting the bidding process, evaluation of the proposals, and hand holding during the Transition period etc., (Collectively the **“Consultancy”**) as per the Terms of Reference specified in the Schedule-1 (the **“TOR”**)

1.2 Request for Proposals

The Ministry invites proposals from interested firms (the **“Proposals”**) for selection of Consulting Firm as **Consultant & Transaction Advisor** (the **“Consultant”**) who shall carry out the services as specified in the Schedule-1 (the **“TOR”**). Ministry intends to select the Consultant through Open Competitive Bidding Process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal by sending written queries to the Ministry, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Earnest Money Deposit (EMD)

The Applicants should submit their proposal along with a Demand Draft/ banker Cheque for Rs. 50,000/- drawn in favour of “Sr. AO , PAO(Sectt.) , MOCA” payable at New Delhi as EMD.

EMD of the unsuccessful bidders shall be returned by Ministry within 15 days of issue of Letter of Award to the successful Bidder. However, the EMD of the successful bidder shall be returned after submission of Performance security as per terms of the Agreement.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (“PDD”).

1.6 Brief description of the Selection Process

The Ministry has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposal comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicants, INR 65 (Rupees sixty five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Ministry would endeavor to adhere to the following schedule:

No	Event Description	Date
1.	Issue of the RFP	18,Oct. 2017
2.	Last date for receiving queries/clarifications and Pre-Proposal Conference	25,Oct. 2017
3.	Ministry response to the queries	30,Oct. 2017
4.	Proposal Due Date or PDD	8, Nov 2017
5.	Presentation by Applicants	13.11.2017(In case of change the same will be intimated by Ministry)
6.	Opening of Financial Proposals	17.11.2017(In case of change the same will be intimated by Ministry)
7.	Letter of Award (LOA)	Will be intimated by Ministry
8.	Signing of Agreement	Within 5 working days of LOA
9.	Validity of Proposal	90 days of Proposal Due Date

1.9 Pre-Proposal Clarifications

As per schedule given at para no.1.8, to be sent to **sanjay.moca@nic.in** email only.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date: 25.10.2017

Time: 1100 hrs

Venue: **Ministry of Civil Aviation,
Conference Room , 1st Floor ,
B-Block , Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110003**

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

**Sh. Sanjay Singh
Under Secretary to the Government of India
Ministry of Civil Aviation,
B-Block , Rajiv Gandhi Bhawan,**

**Safdarjung Airport,
New Delhi-110003
Telephone No. 011-24640214**

E-mail: sanjay.moca@nic.in

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**RFP Notice No. AV-28060/10/2017-GA Dated 18,October, 2017:
Selection of Consultant & Transaction Advisor for Operation
Management & Development of IGRUA, Fursatganj, Raebareli, U.P.
India.**

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the bidding Process individually (the “**Sole Firm**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm . The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. Consortium will not be eligible to bid.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Ministry through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Ministry’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-1 and the Financial Proposal shall be submitted in the form at Appendix-2. Upon selection, the Applicant shall be required to enter into an Agreement with the Ministry in the form specified at Schedule-2.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (A) **Technical Capacity:** The Applicant shall have, over the past 10(ten) years preceding the PDD, undertaken a minimum of 3 PPP Project as specified in Clause 3.1.4, of which at least one should be Aviation related PPP Project.
- (B) **Financial Capacity:** The Applicant shall have received a minimum of Rs.100 crore (Rs. one hundred crore only) per annum as professional fees during each of the 3 (three) financial years preceding the PDD. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services to its clients.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

(D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified in 2.2.3.:

2.2.3 **Key Personnel** The Consultant’s team (“**Consultancy Team**”) shall consist of the following key personnel (“**Key Personnel**”) who must fulfill the Conditions of Eligibility specified below for the Project. They shall discharge their respective responsibilities as specified in table given below:

Key Personnel	Qualifications	Responsibilities
Team Leader	<ul style="list-style-type: none"> (a) CA/ MBA or equivalent of MBA, with at-least 12 years of experience; (b) Should have experience in 3 PPP Project out of which at-least one (1) Aviation PPP Project as given in 3.1.3.1 and (c) Should have experience in at-least one (1) Core Project as given in 3.1.3.2 and 	Shall be responsible for providing overall advisory service and assistance to Ministry for the successful completion of the Project in accordance with the Terms of Reference. He shall not delegate his responsibilities except with the prior written approval of the Ministry.
Airline Sector Expert	<ul style="list-style-type: none"> (a) CPL and FIR rating with 5 years as chief Flying Instructor , or (b) BE / Graduation Degree who has pilot experience of 5000 hrs and Sr. Management Level experience of 5 years in a Scheduled Airlines / Flying School 	Shall provide Airline industry & sectorial perspective, infrastructure & equipment requirements, training aircraft requirements, pilot requirements for training courses, type rating, refresher training, license requirements etc .
Legal Expert	<ul style="list-style-type: none"> (a) Bachelors’ Degree in Law with at-least 10 years of experience (b) Should have been Legal Expert for at-least 3 projects in infrastructure sectors. 	Shall coordinate with the Team Leader in advising and assisting the Ministry on all legal matters related with the Project in accordance with the Terms of Reference i.e. drafting of agreement. He shall not

		delegate his responsibilities except with the prior written approval of the Ministry
Financial Expert	<p>(a) CA or MBA or equivalent of MBA , with at-least 8 years of experience</p> <p>(b) Should have experience in 3 PPP Project out of which at -least one (1) Aviation PPP Project as given in 3.1.3.1 and</p> <p>(c) Should have experience in at-least one (1) Core Project as given in 3.1.3.2 and</p>	Shall be responsible for preparing the financial model undertaking necessary financial analysis, review and advice on the financial terms of the Project and evaluation/analyses financial covenants of the agreements etc.

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Project specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-1; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may

format the specified forms making due provision for incorporation of the requested information.

2.3 **Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy ("**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Ministry shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry for, inter alia, the time, cost and effort of the Ministry including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Ministry hereunder or otherwise.
- 2.3.2 The Ministry requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Ministry's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, or Associates (or any constituent thereof) and any other Applicant, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub Clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Applicant is also a constituent of another Applicant; or

- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) a firm which has been engaged by the Ministry to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "**Associate**"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.4 **Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy.

2.5 **Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Ministry, Project site etc. The Ministry will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 **Visit to the Ministry and verification of information**

Applicants to submit their respective Proposals if so desires may visit the office of the Ministry and ascertaining for themselves the availability of

documents and other data with the Ministry, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Ministry;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof

2.7.2 The Ministry shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Ministry.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Ministry reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Ministry, the supplemental information sought by the Ministry for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Ministry reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Ministry, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11: Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules 1 Terms of Reference

2 Form of Agreement

- Annex-1: Terms of Reference
- Annex-2: Deployment of Key Personnel
- Annex-3: Cost of Services
- Annex-4: Payment Schedule
- Annex-5: Bank Guarantee for Performance Security

- 3 Guidance Note on Conflict of Interest
- 4 Appendices

Appendix-1: Technical Proposal

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of the Applicant
- Form 6: Particulars of Key Personnel
- Form 7: Details of Relevant Assignments of the Applicant
- Form 8: Details of Relevant Assignments of Key Personnel
- Form 9: CVs of Professional Personnel

Appendix – 2: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Ministry in writing by email sanjay.moca@nic.in so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8 [i.e. Last date for receiving queries/clarifications]. The subject shall clearly bear the following identification:

"Queries concerning RFP for Selection of Consultant & Transaction Advisor for Operation, Management and Development of IGRUA, Fursatganj, Raebareli, U.P. India -RFP Notice No. AV-28060/10/2017-GA Dated 18, October, 2017"

The Ministry shall endeavor to respond to the queries received upto the prescribed last date and those raised during Pre-Proposal Conference within the period specified Clause 1.8. The Ministry will post the reply to all such queries on the Official Website www.civilaviation.gov.in without identifying the source of queries. The Applicants are required to check the Official Website of the Ministry periodically and the Ministry may not normally make any individual communication to the Applicant.

2.10.2 The Ministry reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Ministry to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Ministry may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments posted on the Official Website along with the revised RFP containing the amendments, will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Ministry may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Ministry would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (“**Authorized Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-1 (Form-4) shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Ministry, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-1 (“**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all Key Personnel have been included;
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 of the RFP;
- (e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (f) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. In case the signature of respective personnel is not available, then the authorized signatory has to sign the CVs. Photocopy or unsigned / countersigned CVs shall be rejected;
- (g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (h) Key Personnel proposed have good working knowledge of English language;
- (i) Key Personnel would be available for the period indicated in the TOR;
- (j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (k) the proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Ministry for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The Ministry reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Ministry to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Ministry thereunder.
- 2.14.7 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 Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant 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 the Ministry without the Ministry being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Ministry shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Ministry for, inter alia, time, cost and effort of the Ministry, without prejudice to any other right or remedy that may be available to the Ministry.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-2 (“**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare,

equipment, printing of documents, etc. All taxes will be excluded from the quoted amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all expenses except applicable taxes.
- (iii) Costs shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in **bound form** with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Ministry and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Ministry, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Ministry, RFP Notice number, Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Ministry”

If the envelope is not sealed and marked as instructed above, the Ministry assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked ‘Technical Proposal’ shall contain the Application in the prescribed format (Form 1 of Appendix-1) along with Forms 2 to 9 of Appendix-1 and supporting documents.

The envelope marked ‘Financial Proposal’ shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-2).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

2.17 **Proposal Due Date**

2.17.1 Proposal should be submitted at or before **1500 hrs on the Proposal Due Date** specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Ministry may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 **Late Proposals**

Proposals received by the Ministry after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19 **Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Ministry prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Ministry, shall be disregarded.

2.20 **Performance Security**

2.20.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Ministry's any other right or remedy hereunder or in law or otherwise, its Performance

Security shall be forfeited and appropriated by the Ministry as the mutually agreed pre-estimated compensation and damages payable to the Ministry for, inter alia, the time, cost and effort of the Ministry in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Applicant commits a breach of the Agreement.

2.20.2 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Ministry shall open the Proposals **at 15.30 hours on the PDD**, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Ministry will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-1;
- (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
- (c) it is signed, sealed, bound together and marked as stipulated in Clauses 2.13 and 2.16;
- (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and (g) it is not nonresponsive in terms hereof.

2.21.4 The Ministry reserves the right to reject any Proposal which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Ministry in respect of such Proposals.

2.21.5 The Ministry shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation, the Ministry shall prepare a list of prequalified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. Date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Ministry will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The

financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Ministry. Applicants shall be deemed to have understood and agreed that the Ministry shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Ministry, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Ministry in relation to matters arising out of, or concerning the Selection Process. The Ministry shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Ministry may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Ministry or as may be required by law or in connection with any legal process.

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Ministry may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Ministry for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Ministry may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Ministry.

E. APPOINTMENT OF CONSULTANT

2.24 Substitution of Key Personnel

2.24.1 The Ministry will not normally consider any request of the Selected Applicant for substitution of the Transaction Advisor as the ranking of the Applicant is based on the evaluation of the Transaction Advisor cum Team Leader and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Transaction Advisor cum Team Leader is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Ministry.

2.25 Indemnity

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

2.26 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Ministry to the Selected Applicant and the Selected Applicant shall, within the period prescribed days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Ministry may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.28 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Ministry may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.29 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Ministry or submitted by an Applicant to the Ministry shall

remain or become the property of the Ministry. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Ministry will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Ministry in relation to the Consultancy shall be the property of the Ministry, except any tools or methodology proprietary of the consultant. .

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical marks as per the Technical evaluation criteria mentioned below is 70 marks or more out of 100 shall be declared as qualified for evaluation of their Financial Proposals. Applicants who have secured less than 70 marks shall be rejected. The Applicant with highest marks will be given a Technical Score (TM) of 100 points. The Technical scores of other Applicants will be computed as follows:

$$STx = 100 \times T/TM$$

(T = Technical marks scored as per below mentioned Technical Evaluation criteria)

3.1.2 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows:

Technical Evaluation

No		Max. Marks	Criteria	
1. Financial Capacity of the Applicant – 5 marks				
1A	Financial Capacity of the Applicant	5	Criteria: Annual Turnover from consultancy services	Marks
			INR 100 crores to 200 crores in the financial year 2016-17	3
			INR >200 crores in the financial year 2016-17	5
2. Technical Capacity of the Applicant – 20 marks				
2A	Aviation PPP Projects	10	Criteria : Number of Projects	Marks
			Applicant has advised on three (3) PPP Projects in the last 10 years out of which at least one PPP project in aviation sector.	5
			Applicant has advised four (4) to seven (7) PPP Projects in the last 10 years and out of which at least two PPP project in aviation sector	8
			Applicant has advised eight (8) or more PPP Projects in the last 10 years and out of which at least three PPP project in aviation sector	10

2B	Core projects	10	Applicant has advised on 4 Core Projects in the last 10 years	5
			Applicant has advised on 5 or more Core Projects in the last 10 years	10
3.	Key Personnel – 55 Marks			
3A	Team Leader	20	Criteria : Number of Projects	Marks
			Has advised clients on 3 PPP Projects in the last 10 years out of which at least one PPP project in aviation sector	10
			Applicant has advised four (4) to seven (7) PPP Projects in the last 10 years and out of which at least two PPP project in aviation sector	15
			Applicant has advised eight (8) or more PPP Projects in the last 10 years and out of which at least three PPP project in aviation sector	20
3B	Airline Sector Expert	15	Criteria : Number of Projects	Marks
			Has between 5 years to 7 years of experience in scheduled airlines / flying school	7
			Has above 7 years and upto 10 years of experience in scheduled airlines / flying school	12
			Has above 10 years of experience in scheduled airlines / flying school	15
3C	Legal Expert	10	Criteria : Number of Projects	Marks
			3 – 5 projects in infrastructure sectors in the last 10 years advising on legal aspects	5
			> 5 projects in infrastructure sectors in the last 10 years advising on legal aspects	10
3D	Financial Expert	10	Criteria : Number of Projects	Marks
			Has advised clients on 3 PPP Projects in the last 10 years out of which at least one PPP project in aviation sector	5
			Has advised clients on 4 to 7 PPP Projects in the last 10 years out of which at least one PPP project in aviation sector	7
			Applicant has advised 8 or more PPP Projects in the last 10 years and out of which at least two PPP project in aviation sector	10

4. Approach and Methodology – 20 marks				
4A	Approach and Methodology Presentation	20	Criteria	Marks
			The presentation shall be made by the Authorized Signatory and/or the Team Leader when at least one of the other named experts should be required to be available. The presentation should clearly bring out the understanding of the Applicant with regard to the requirements of Ministry	10
			The presentation addresses the approach and methodology proposed to be followed for the successful completion of the assignment	10

Note 1: Certified copies of the statutory auditors to be submitted.

Note 2: Client Certificates or Self certification from MD of the firm in case of confidential assignments. If the Applicant is a LLP entity, Client Certificates or Self certification is allowed from Partner of the firm in case of confidential assignments.

Note 3: Minimum overall technical score required to qualify technically after normalization is 70 out of 100.

3.1.3 Eligible Projects

3.1.3.1 PPP Project

(i) Transaction Advisory assignments granted by the government, multilateral agencies, statutory authority or public sector entity in India or abroad in respect of PPP projects in infrastructure covering :

- preparation of feasibility report/business case
- consultation with potential investors
- preparation of transaction structure and bidding documentation;

and

(ii) if the payment of professional fee to the Applicant was at least Rs. 50 lakh (Rupees fifty lakh only))

3.1.3.2 Core Projects

(i) Advisory/ consultancy assignments granted by the government, multilateral agencies, statutory authority, public sector entity or private sector entity in respect of preparation of revenue model and/or business plan and/or preparation of transaction / bid documents and other similar assignments, as the case may be, for Training Institutes, Education Institutes / Schools and Research Institutes.

and

(ii) if the payment of professional fee to the Applicant was at least Rs. 10 lakh (Rupees ten lakh only)

3.2 Short-listing of Applicants

Applicants with minimum overall technical score of 70 out of 100 after normalization, as aforesaid, shall be considered for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Ministry may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clause 3.1.1, provided that in such an event, the total number of pre-qualified and shortlisted Applicants shall not exceed 2 (two).

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (SF) as specified in Clause 3.3.2.

3.3.2 The Ministry will determine whether the Financial Proposals are complete, unqualified and unconditional. 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 fulfil its obligations as per the TOR within the total quoted price, shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows: $SF = 100 \times FM/F$

(F = amount of Financial Proposal)

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.8 and 0.2 respectively.

- 3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.27 and 2.28, as the case may be.

4.FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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, the Ministry shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, the Ministry shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry for, inter alia, time, cost and effort of the Ministry, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Ministry under Clause 4.1 hereinabove and the rights and remedies which the Ministry may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Ministry 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 Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Ministry during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Ministry to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, 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 the Ministry 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 the Ministry, 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 the Ministry 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 the Ministry 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CLARIFICATIONS

- 5 The Applicants will be free to seek clarifications and make suggestions for consideration of the Ministry as per the schedule given at para no.1.8, by email only to sanjay.moca@nic.in
- 5.1 The Ministry shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Ministry has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Ministry, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Ministry by, on behalf of and/or in relation to any Applicant; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Ministry, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Ministry or submitted by an Applicant shall remain or become, as the case may be, the property of the Ministry. The Ministry will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Ministry reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE - 1
(See Clause 1.1.3)

Terms of Reference

For

Selection of

Consultant &

Transaction Advisor

For

**Operation, Management &
Development of
IGRUA,**

Terms of Reference (ToR)

1. Terms of Reference

The Ministry wants to appoint a consultant to assist the Ministry in formulating a strategic road map for the structuring and development of IGRUA , identifying the proposed structure for the project and providing assistance in the bid process.

1.1 Scope of Work

Phase: 1

The terms of reference for the consultant as part of this engagement shall be as under:

- i To assess the current capacity of the institute in providing training services, identify current competition and analyze relative standing of the institute in the civil aviation training industry.
- ii To determine the requirement of skilled/ trained pilots over the next 5 years, 10 years & 15 years and establish the current capacity available in the country to meet this requirement.
- iii Assess the training needs as per current rules and regulations of DGCA and identify the training courses / certifications that may be provided the students at IGRUA.
- iv The consultant shall undertake an assessment of requisite initiatives to meet the potential requirement of skilled/ trained pilots. This would include inter-alia,
 - a. Access the demand for training courses (CPL, SPL, PPL etc.) and also expanding into type rating, refresher training, including re-certification / license renewal requirements.
 - b. Map requirement of trainers, staff, and technicians for the institute
- v. **Infrastructure Assessment** : Access the infrastructure needs for development of the institute and requirement of aircrafts, equipment etc. for the institute's curriculum needs also expanding into type rating, refresher training infrastructure requirements.
- vi. **Project Structuring** – The consultant shall prepare a risk allocation matrix for the Project, which would involve identifying different kinds of risks involved with the Project and how best they can be allocated / mitigated. The consultant shall also assist the Ministry in identifying appropriate business models including PPP framework for structuring the project, including reviewing of PPP structures adopted for similar education / training institutes in the country and abroad. The consultant shall also assist in finalizing the payment mechanism for the Project.

vii. Financial Appraisal of the Project – Based on information provided by the Ministry and the recommended scope, the consultant shall undertake financial appraisal of the Project including estimation of revenues, estimation of operating costs, assessment of capital costs etc. The consultant shall prepare a financial model to project the expected returns for the private sector concessionaire.

viii. Phase II : Transaction Advisory Services during bid process – The consultant shall provide services to the Ministry in the bid process for the PPP transaction. The scope of the consultant shall include the following:

- a. Assistance in preparation of bid documents – RFQ-cum-RFP document
- b. Assistance in preparation of draft Concession Agreement – The consultant shall provide assistance to Ministry to develop the concession agreement/project agreement.
- c. Assistance in bid process - The consultant shall assist the Ministry in the bid process for selection of the operator from among the bidders and till the signing of the Concession Agreement. The scope of the consultant would include participation in Pre-Proposal Conference and answering questions or issuing clarifications with the approval of the Ministry.
- d. Assist in execution of the concession agreement/project agreement.

ix. Hand holding during the Transition Phase of 3 months.

- (a) Advise the Ministry on issues that may arise during the transition period from the date of execution of the necessary agreement (s) with the Selected Party/ ATI Operator.
- (b) Assist Ministry in resolving any issues that may arise during the first 3 months from the date of execution of agreement (s) with the Selected Party/ ATI Operator and Ministry.

1.2 Deliverables & Payment Schedule

Financial payments would be made on achievement of key milestones/ Deliverables. The payment schedule would be as follows:

<u>Deliverables/ Milestone</u>	<u>Week No. from the date of Execution of Agreement</u>	<u>Payment (%)</u>
Phase : I : Project Study		
Draft Report on Capacity Assessment of IGRUA; stakeholder consultation and formulation of Road Map & Project structure with Financial Model Report	4	-

Presentation before the Ministry for finalization of the Road Map & Project Structure.	5	-
Final Report on Capacity Assessment of IGRUA; stakeholder consultation and formulation of Road Map & Project structure with Financial Model Report	6	30%
Phase : II : Transaction Advisory Services		
Submission of draft Bidding Documents (RFQ-cum-RFP), Project Information Memorandum, and draft Agreement to Ministry)	10	20%
Issuance of the final Bidding Documents	11	10%
Assist in evaluation of Bidding Documents and execution of the Agreement	18	20%
On completion of three months of Hand holding during Transition period	-	20%
Total		100%
The above mentioned timelines are based on submission of necessary deliverables by the consultant. Any time taken for approvals shall be in addition to the above timelines. There shall be no additional payments to the consultant in case the overall timelines for the project extend beyond the above timelines.		

1.3 Completion of Services

- a) All the Deliverables shall be compiled, classified and submitted by the Consultant to the Ministry in soft form, to the extent possible. In addition to the soft form, the Consultant is required to submit two hard copies of the reports of each Deliverables
- b) The documents comprising the Deliverables shall remain the property of the Ministry and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Ministry.
- c) Each Deliverables of the Consultancy shall stand completed on acceptance communicated to the Consultant in writing by the Ministry. Consultant is not entitled for any payment of the milestones of Deliverables unless the Deliverable is accepted by the Ministry in writing.

Ministry may give written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

- 1.3 The Contract shall comprise of two phases i.e. Phase I (Project Study:six weeks) & Phase II {(Transaction Advisory Services & : 12 weeks) and (Hand holding during the Transition Phase : 8 weeks)} . Period of the contract shall be twenty six weeks from the date of execution of the Agreement) . Ministry reserves the right to Terminate the Agreement on completion of Phase I in case it is decided not to take up Phase II. Ministry also reserves the right to extend the period of Consultancy beyond the period of 26 weeks in its own discretion.**
- 1.4 In case of termination on Completion of Phase I , the payment for Phase I i.e 30% as per clause 1.2 will be payable and no other compensation shall be payable.**

SCHEDULE -2
(See Clause 2.1.3)

Form of Agreement

AGREEMENT

FOR

**Consultant &
Transaction Advisor**

For

**Operation, Management &
Development of
IGRUA**

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AGREEMENT

Consultant & Transaction Advisor for Operation, Management and Development of Aviation Training Institute

This agreement (hereinafter called the “**Agreement**”) is made on the..... day of the month of 20...., between, on the one hand, the Secretary, MoCA acting through ----- (hereinafter called the “**Ministry**” 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

- (A) The Ministry vide its Request for Proposal for appointment of Consultant for (s) with Select Party (hereinafter called the “**Consultancy**” or “**Project**”, as the case may be);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Ministry that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Ministry on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Ministry, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) 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 Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (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 9.2.1;
- (g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (i) **“Government”** means the Government of India.
- (j) **“INR, Re. or Rs.”** means Indian Rupees;
- (k) **“Party”** means the Ministry or the Consultant, as the case may be, and Parties means both of them;
- (l) **“Personnel”** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (m) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (n) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (o) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto; and
- (p) **“Third Party”** means any person or entity other than the Government, the Ministry, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda 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) Annexes of Agreement;
- (c) RFP; 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 Ministry and the

Consultant. The Consultant shall, subject to this Agreement, have complete charge of 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 Ministry 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 Ministry 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 in the State in which the Ministry has its headquarters 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 e-mail 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 Ministry; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Ministry;

- (b) in the case of the Ministry, be given by e-mail and by letter delivered by hand and be addressed to the Ministry with a copy delivered to the Ministry Representative set out below in Clause 1.9 or to such other person as the Ministry 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 Ministry's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; 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 and in all other cases, it shall be deemed to have been delivered on the actual date and time of 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 at the offices of the Ministry in accordance with the provisions of RFP 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 Ministry 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 Ministry may, from time to time, designate one of its officials as the Ministry Representative unless otherwise notified, the Ministry Representative shall be:

Sh. Sanjay Singh
Under Secretary to the Government of India
Ministry of Civil Aviation,
B-Block , Rajiv Gandhi Bhawan,
Safdarjung Airport,
New Delhi-110003
Telephone No. 011-24640214

E-mail: sanjay.moca@nic.in

1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....
.....

Tel:

Mobile: E-mail:
.....

1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Ministry shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. Service Tax shall be reimbursed on production of the documents.

2.COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to Commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Ministry 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.

2.4 Expiry of Agreement

The Contract shall comprise of two phases i.e. Phase I (Project Study:six weeks) & Phase II (Transaction Advisory Services & : 12 weeks) and (8 weeks) . Period of the contract shall be twenty six weeks from the date of execution of the Agreement) . Ministry reserves the right to Terminate the Agreement on completion of Phase I in case it is decided not to take up Phase II. Ministry also reserves the right to extend the period of Consultancy beyond the period of 26 weeks in its own discretion. This excludes any time taken for approvals at various levels of the Government as well as negotiation between the Ministry and the ATI Operator.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes 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 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

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Ministry 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 Ministry:

2.9.1.1 The Ministry may, by not less than 7(seven) days' written notice of termination to the Consultant, Terminate the Agreement on completion of Phase I in case it is decided not to take up Phase II.

2.9.1.2 The Ministry 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 Ministry 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 9 hereof;
- (d) the Consultant submits to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry 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 60 (sixty) days; or
- (g) the Ministry, 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 Ministry, 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 Ministry fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Ministry 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 Ministry of the Consultant's notice specifying such breach;

- (c) 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 60 (sixty) days; or
- (d) the Ministry 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; and (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 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 Ministry, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination.

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Ministry shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Ministry):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to Sub-clauses(a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

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.

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 Ministry, and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Third Parties.

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 Annex-1 of this Agreement. 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 any Personnel and agents of the Consultant, comply with the Applicable Laws.

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.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in

accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 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 Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel 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 Ministry 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 Ministry shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Ministry towards, inter alia, time, cost and effort of the

Ministry, without prejudice to the Ministry's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Ministry under Clause 3.2.4 above and the other rights and remedies which the Ministry may have under this Agreement, if the Consultant is found by the Ministry 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 Ministry to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 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 Ministry 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 Ministry, 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 Ministry 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 Ministry under this Agreement;

(d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Ministry 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its 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 Ministry to the Consultant, its Personnel; any information provided by or relating to the Ministry, its technology, technical processes, business affairs or finances or any information relating to the Ministry's employees, officers or other professionals or suppliers, customers, or contractors of the Ministry; 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 Ministry.

Notwithstanding the aforesaid, the Consultant, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Personnel ;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) 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 Personnel shall give the Ministry, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or 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.

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 Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Ministry for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Ministry's property, shall not be liable to the Ministry:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.

3.5 Accounting, inspection and auditing

This sub-point has been deleted intentionally

3.6 Consultant's actions requiring the Ministry's prior approval

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

- (a) Appointing such members of the professional personnel as are not listed in Annex- 2;
- (b) Any other action that is specified in this Agreement.

3.7 Reporting obligations

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

3.8 Documents prepared by the Consultant to be property of the Ministry

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

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Ministry, 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 unrelated to this Agreement without the prior written approval of the Ministry.

- 3.8.3 The Consultant shall hold the Ministry 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 Ministry.

3.9 Materials furnished by the Ministry

Materials made available to the Consultant by the Ministry shall be the property of the Ministry and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Ministry, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Ministry.

3.10 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 Ministry against any inaccuracy in its work which might surface during implementation of the Project, 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.

4 CONSULTANT’S PERSONNEL

4.1 General

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

4.2 Deployment of Personnel

The designations, names and other particulars of each of the Consultant’s Key Personnel required in carrying out the Services are described in Annex2 of this Agreement.

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Ministry. No other Key Personnel shall be engaged without prior approval of the Ministry.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Ministry its proposal along with a CV of such person in the form provided at Appendix-1 (Form-9) of the RFP. The Ministry 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 Ministry's consideration. In the event the Ministry does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Ministry.

4.4 Substitution of Key Personnel

The Ministry expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Ministry will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel.

4.5 Transaction Advisor - cum - Team Leader

The person designated as the Transaction Advisor cum Team Leader shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE MINISTRY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Ministry shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Ministry warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties

shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

All service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Ministry.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement. Except as may be otherwise agreed under Clause 2.6 the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.).

6.1.2 **In case of termination on Completion of Phase I , the payment for Phase I i.e 30% as per clause 1.2 will be payable and no other compensation shall be payable.**

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

- (a) The Ministry shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Ministry of duly completed bills with necessary particulars (the “**Due Date**”).
- (b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and accepted by the Ministry.
- (c) Any amount which the Ministry 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 Ministry within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the

Ministry for reimbursement must be made within 1 (one) year after receipt by the Ministry of a final report in accordance with Clause 6.3 (c).

- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Ministry by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten per cent) of the Agreement Value (the “**Performance Security**”); however, the Consultant shall be required to provide a Performance Security for recovery of liquidated damages as specified in clause 7.2 of the Agreement in the form of a bank guarantee which should be valid for a period up to three months after the expiry of this Agreement in the form specified at Annex 5 of the Agreement .

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Ministry in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Ministry shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies

on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Ministry, other penal action including debarring for a specified period may also be initiated as per policy of the Ministry.

8. FAIRNESS AND GOOD FAITH

8.1 **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.

8.2 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, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary, MoCA and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten)

days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Ministry has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Ministry agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Ministry agree that an Award may be enforced against the Consultant and/or the Ministry, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

For and on behalf of
Ministry

(Signature)

(Signature)

(Name)

(Name)

(Designation)
(Address)

(Designation)
(Address)

In the presence of:

1.

2.

Annex -1

Terms of Reference

(Refer Clause 1.1.3)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Key Personnel

(Refer Clause 2.2.1 & 2.2.2)

(Reproduce as per Form-6 of Appendix-1)

Annex-3

Cost of Services
(Refer Clause 3.3.2)

(Reproduce as per Form-2 of Appendix-2)

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Annex-4

Payment Schedule
(Refer Clause 1.2 of TOR)

Annex-5
Bank Guarantee for Performance Security

(Refer Clause 7.1)

To

Rajiv Gandhi
Bhawan Safdarjung
Airport New Delhi.

1. In consideration of the Secretary, MoCA, Government of India, is entrusted with the responsibility of creating, upgrading, maintaining and managing the civil aviation infrastructure in the country (hereinafter referred as the Ministry". Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the "**Consultant**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Ministry's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "**Agreement**") the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... Rupees.....) to the Ministry for performance of the said Agreement. We, (hereinafter referred to as the "**Bank**") at the request of the Consultant do hereby undertake to pay to the Ministry an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Ministry 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 Ministry stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Ministry 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..... (Rupees.....).
3. We, (indicate the name of Bank) undertake to pay to the Ministry 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 required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Ministry under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Ministry 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 a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Ministry that the Ministry 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 Ministry 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 Ministry or any indulgence by the Ministry to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(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 Ministry in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Ministry serves a written claim on the Bank in accordance with paragraph 2 hereof on or within three months of the expiry of the Agreement.

Dated, the day of 20
For

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Ministry and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Ministry and consultants:
 - (i) Potential consultant should not be privy to information from the Ministry which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Ministry.
 - (iii) Potential consultant should not have recently worked for the Ministry overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Ministry who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing

companies are likely to bring this to the notice of the Ministry. All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project.

However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Ministry.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Ministry but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Ministry at the earliest. Officials of the Ministry involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-1

(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant’s letter head)

(Date and Reference)

To,

.....

.....

.....

**Sub: Appointment of Consultant & Transaction Advisor for
Operation, Management and Development of IGRUA**

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for advising the Ministry for the Project. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Ministry 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.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Ministry any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Ministry to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates 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 Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Ministry;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) 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, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Ministry or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. 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 Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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.
10. 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.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.\$
12. 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 the Ministry [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Strategic Expert in accordance with the provisions of the RFP and that the Strategic Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Ministry or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal 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 Applicant)

\$In case the Applicant is unable to provide the certification specified in paragraph 12, it may precede the paragraph by the words viz. “Except as specified in Schedulehereto”. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Ministry will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

APPENDIX-1

Form-2

Particulars of the Applicant

1.1	Title of Consultancy: Selection of Consultant & Transaction Advisor for Operation, Management and Development of IGRUA
1.2	Title of Project: Selection of Consultant & Transaction Advisor for Operation, Management and Development of IGRUA
1.3	State whether applying as Sole Firm : Yes or No
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:

1.5	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

APPENDIX-1

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant) Ref.

Date:

To,

.....

.....

Dear Sir,

Sub: RFP for Selection of Consultant & Transaction Adviser for Operation, Management and Development of Aviation Training Institute, Fursatganj, Raebarali, UP, India.

I/We hereby confirm that we, the Applicant 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 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

^{\$}Please strike out whichever is not applicable

APPENDIX-1

Form-4

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/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Consultant for advising the Ministry for Operation, Management and Development of Aviation Training Institute of the Ministry including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Pre-Proposal and other conferences and providing information/ responses to the Ministry, representing us in all matters before the Ministry, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Ministry 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 entering into of the Agreement with the Ministry. 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 Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and 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.

Notarized

Accepted

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant 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 Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.

APPENDIX-1

Form-5

Financial Capacity of the Applicant (Refer Clause 2.2.2)

S. No.	Financial Year	Annual Revenue/Fee Received * (Rs. in crores)
1.		
2.		
3.		
	Average(Rs)	

Certificate from the Statutory Auditor **

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

* In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

** In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-1
Form-6
Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Details of Experience in terms of Clause 2.2.2	Present Employment		No. of Relevant Assignments#
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader						
2.	Airline Sector Expert						
3.	Legal Expert						
4.	Financial Expert						

#Refer Form 8 of Appendix 1 Eligible Projects of Key Personnel.

APPENDIX-1

Form-7

Details of Relevant Assignments of the Applicant*,\$(Refer Clause 3.1)

S.No	Name of Project	Description of Client	Description of the project	Professional fee \$\$ received by the Applicant (in Rs crore)£
1	(2)	(3)	(4)	(5)
1				
2				
3				

\$ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

\$\$ Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP.

*The MD of the consulting firm shall self-certify if the firm has non-disclosure agreement with the client

Certificate from the Statutory Auditor / Self certification from the MD

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

APPENDIX-1

Form-8\$

Details of Relevant Assignments of Key Personnel\$, *

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project / Description of Client	Description of project	Name of firm/schedules Airline/flying school for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Description of the project and key tasks undertaken/	Whether meets the criteria prescribed in clause 2.2.2 , 3.1.2 , & 3.1.3	Details of Experience in Terms of Para 3.1.2 read with 3.1.3
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2							m	
3								
4								

\$ Use separate Form for each Key Personnel.

*The MD of the consulting firm shall self-certify the assignments if the firm has non-disclosure agreement with its clients. If the Applicant is a LLP entity, Client Certificates or self-certification is allowed from Partner of the firm in case of confidential assignments.

APPENDIX-1

Form-9

Curriculum Vitae (CV) of Professional Personnel

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 Personnel has worked

Name of Project	Description of responsibilities
-----------------	---------------------------------

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7 f Appendix-1.
3. Each page of the CV shall be signed in ink by the Personnel concerned of the Applicant firm along with the seal of the firm. In case the personnel concerned is not available for signing the CV, the authorized signatory of the firm will have to sign on his behalf. Photocopies will not be considered for evaluation.

**APPENDIX-2
FINANCIAL PROPOSAL
Form-1
Covering Letter
(On Applicant's letter head)**

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Selection of Consultant & Transaction Advisor for Operation, Management and Development of Aviation Training Institute, Fursatganj, Raebareli, U.P, India

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for advising the Ministry for structuring and development of its Aviation Training Institute.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-2

(See Clause 2.1.3)

Form-2

Financial Proposal

For

Selection of Consultant & Transaction Advisor for the Operation, Management and Development of Aviation Training Institute, Fursatganj, Raebareli, U.P, India

Sl. No.	Name of the Assignment	# Fees quoted (Exclusive of all Taxes) in INR/Re/Rs.
	Assisting and Advising the Ministry in selection of Selection of Consultant & Transaction Advisor for the Operation, Management and Development of Aviation Training Institute, Fursatganj, Raebareli, U.P, India	

(Fees in words) Rs.)

Authorized Signature [in full and initials]:

Name :

Designation :

Name of Firm :

Address :

Note:

1. Applicants shall submit the financial proposal in the formats at Appendix-2 (“**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2. While submitting the Financial Proposal, the Applicant shall ensure the following:

(i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, etc. All taxes will be excluded from the quoted amount. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all expenses except applicable taxes. Costs shall be expressed in INR.
