

Request for Proposal (RFP) For Selection of Consultancy Firm
For
Undertaking
Evaluation Study on
'Service Delivery and Deficiency/Shortfall in availability of basic
amenities for air travelers at Major Airports'



सत्यमेव जयते

Government Of India

Ministry of Civil Aviation
Rajiv Gandhi Bhawan, New Delhi-110003

Requirement of RFP

- Accessing/ Purchasing of the RFP documents
 - It is mandatory for all the Bidders to have class-III digital Signature Certificate (DSC) (in the name of Authorized Signatory/Firm or Organization/Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of MoCA.
 - DSC should be in the name of authorized signatory as authorized in the Power of Attorney for this tender. The Agency shall submit document in support of the Class IIIDSC.
 - To participate in the bidding, it is mandatory for the Bidders to get their firm registered with e- procurement portal [www.gem.gov.in] to have user ID & password for submitting the Proposal.
 - Registration with e-procurement portal should be valid at least up to date of submission of Proposal.
- JV/ Consortium to another agency is not allowed.

Disclaimer

The information contained in this Request for Proposal (herein after called as RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Ministry of Civil Aviation (herein after called as MoCA), or any of their representatives, employees or advisors (collectively referred to as “MoCA Representatives”) is provided to Applicant(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is neither an offer nor an invitation by the MoCA Representatives to any other party. The purpose of this RFP Document is to provide interested parties with information to assist the formulation of their Proposal for Selection as Consultant pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by MoCA in relation to the Project. Such assumptions and statements in this RFP Document do not purport to contain all the information that each Applicant may require. This RFP Document may not be appropriate for all persons, and it is not possible for MoCA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this RFP Document, and obtain independent advice from appropriate sources.

MoCA make no representation or warranty and shall incur no liability to any person, including any Applicant or Applicants, under any law, statute, rule or regulation 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 Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Applicants for participation in the Bidding Process.

MoCA shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.

MoCA reserves the right:

- i. To terminate the RFP process at any time, without assigning any reasons thereof;
- ii. To reject any/all applications without assigning any reasons thereof;
- iii. To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of MoCA without assigning any reasons thereof;
- iv. To include any other item in the scope of work at any time after consultation with applicants or otherwise;
- v. The MoCA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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1. TENDER NOTICE

1. Ministry of Civil Aviation (MoCA) invites proposals for “**Conducting Evaluation Study on Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports i.e., Delhi, Mumbai, Hyderabad, Bengaluru, Kolkata and Chennai**”.
2. The content of this Request for Proposal (RFP) enlists the requirements of the Evaluation Study. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the terms, bidding process and understand the contractual terms that MoCA wishes to specify at this stage.
3. After the submission of the Technical and Financial Proposals as per the instructions mentioned in the sections below, the bids will be evaluated through a two-stage process.
4. The complete RFP document available at www.gem.gov.in and can be viewed/downloaded from the Gem Portal with effect from 11/12/2023 to 26/12/2023 up to 1700 hrs. The RFP document must be submitted online only at www.gem.gov.in on or before 26/12/2023 up to 1700 hrs. Offers received beyond the specified date & time shall not be entertained and this office shall not be responsible for any delay in receipt or loss of documents sent by post/courier etc.
5. Note that MoCA reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is stated that bidder or firm or agency or applicant are interchangeable terms and carry the same meaning
6. MoCA may for any reason issue any addendum or corrigendum on www.gem.gov.in, therefore bidders are advised to go to this link frequently for updation about this RFP.
7. The Documents to be submitted:

Appendix-I (Technical Proposal)

S. No.	Forms	Particulars
1	Form A	Covering Letter with the Proposal in response to the RFP Notice
2	Form B	Particulars of the Applicant
3	Form C	Statement of Legal Capacity
4	Form D	Power of Attorney
5	Form E	Financial Capacity of the Applicant
6	Form F	Particulars of Key Personnel
7	Form G	Abstract of Eligible Assignments of the Applicant

8	Form H	Proposed Methodology and Work Plan
9	Form I	CVs of Professional Personnel
10	Form J	Non-Blacklisting Undertaking
11.	Form K	Format for EMD Declaration
12.	Form L	Format for Bank Guarantee

Appendix-II (Financial Proposal)

S. No.	Forms	Particulars
1	Form	Covering Letter with the Financial Proposal

Appendix-III (Agreement to be signed with the successful bidder)

8. The Technical Bids and Financial Bids may be submitted on GeM as per the guidelines.

2. Tender Summary

S. No.	Particulars	Details
1.	Project Scope	Conducting Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports'
2.	Contract Duration	Twelve (12) weeks from the date of award of the work
3.	Validity of the Proposal	90 Days
4.	Tender Fee	Rs. 5000/-(five thousand rupees) + 18% GST in the form of a demand draft in the favor of PAO (SECTT.), MoCA, payable at New Delhi (To be submitted in hard copy by the due date of submission of proposal)
5.	Tender Processing Fee	N/A
6.	Contact Person for clarification	so-ad.moca@nic.in
7.	Presentation Round	To be notified via email
8.	EMD/Bid Security	INR 1,00,000/- (To be submitted in hard copy by the due date of submission of proposal)
9.	Performance Bank Guarantee	5 % of the Contract Value
10.	Documents to be submitted	Refer Tender Notice of this RFP.

3. Data Sheet

Sr. no.	Particulars	Details
1.	Authority/ Client	Ministry of Civil Aviation
2.	Name of Tender/ Assignment	Conducting Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports'
3.	Date of availability of RFP	11.12.2023
4.	Submission of Pre-bid queries	To be sent in word format via email by 17.12.2023 at 12:00 PM
5.	Pre-bid meeting	Through VC on 19.12.2023 at 12:00 pm or as notified through email (VC Link shall be emailed to the applicants).
6.	Response to pre-bid queries	Will be uploaded on the portal
7.	Procurement process	Single stage, two packet system
8.	Online Proposal Submission Due Date	26.12.2023 till 17:00 hrs. (Copy of proof for payment of tender fee and EMD to be also uploaded on the portal along with the financial proposal)
9.	Technical Proposal Opening Date	28.12.2023 at 12:00 hrs
10.	Representation, if any from unqualified bidders	30.12.2023 till 12:00 hrs
11.	Technical Presentation	05.01.2024 at 15:00 hrs (Change of date and time, if any will be communicated to the bidders fulfilling the Minimum Eligibility criteria via email)

12.	Financial Proposal Opening	To be communicated later to the technically qualified bidders. Non-qualified bidders will be communicated about not meeting the minimum technical qualification score
13.	Letter of Award	1 week from identification of Preferred Bidder
14.	Signing of Agreement	1 week from issue of Letter of Award
15.	Team Deployment	1 week from issue of Letter of Award
16.	Tender Fee	INR 5,000 (five thousand rupees) + 18% GST in the form of a Demand Draft in the favor of PAO (SECTT.), MoCA payable at New Delhi. (To be submitted in hard copy by the due date of submission of proposal) The envelopes shall clearly bear the following identification: “Tender Fee and EMD/Bid Security for RFP For Selection of Consultancy Firm for Undertaking an Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Six (6) Major Airports’
17.	EMD/ Bid Security	INR 1,00,000 (one lakh rupees) in the form of a Demand Draft in the favor of PAO (SECTT.), MoCA, payable at New Delhi. (To be submitted in hard copy by the due date of submission of proposal) “Tender Fee and EMD/Bid Security for RFP For Selection of Consultancy Firm For Undertaking an Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Six (6) Major Airports’
18.	Contact details	Phone No: 011-24610057 Email Id: so-ad.moca@nic.in

19.	Relevant website/ portal	Gem Portal
20.	Method of Selection	QCBS (70:30)
21.	Bid Validity period	90 days
22.	Jurisdiction of Court	Delhi

4. INTRODUCTION

Ministry of Civil Aviation (MoCA), Government of India 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. As part of its on-going initiative to promote aviation ecosystem in the country, it intends to conduct an Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Six (6) Major Airports' namely Delhi, Mumbai, Hyderabad, Bengaluru, Kolkata and Chennai (the **“Project”**).

MoCA shall select a bidder in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the MoCA through the selection process specified in this RFP (the **“Selection Process”**). 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 MoCA's decisions are without any right of appeal whatsoever.

The Applicants are invited to submit Technical and Financial Proposals (collectively called as **“the Proposal”** or the **“Bid”**), as specified in the data sheet, for the services required for the Assignment. The term **“Applicant”** refers to a single entity going to execute the assignment. The Proposal will for contract signing with the selected Agency. The Agency shall carry out the services in accordance with the Scope of work of this RFP.

The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the Annexure given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the **“Contract”**).

Applicants shall familiarize themselves with local conditions and take them into account in preparing their Proposals.

The MoCA will timely provide the inputs and possible support required to carry out the services. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on data/ information furnished or to be provided later by the Client and/ or any of his consultants.

The Client requires that the Agency provides professional, objective and impartial advice and at all times hold MoCA's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the MoCA and the Project.

- It is the MoCA's policy to require that the Agency observe the highest standard of ethics during the Evaluation Study and during the performance of services pursuant to the Contract. In pursuance of this policy, the MoCA:
 - will reject any Applicant or Proposal for award if it determines that such Applicant (whether recommended for award or not) has any "Conflict of Interest" as defined in the RFP and without prejudice to the generality of the foregoing, if the Agency is engaged in "Prohibited Practices"
 - will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time it determines that the Applicant has any conflict of Interest as defined in the RFP, without prejudice to the generality of the foregoing, if the Agency is engaged in "Prohibited Practices" defined in the RFP

In the event any entity 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 or bid and the bar subsists as on the date of this RFP, it would not be eligible to submit a Proposal

5. SCOPE OF WORK ANDTIMELINES

Scope of Work shall include as under:

I. Objectives:

1. Assessment of Level of Service (LoS):

- Evaluate the current Level of Service (LoS) in both Domestic and International terminals at Delhi, Mumbai, Kolkata, Chennai, Hyderabad, and Bengaluru International Airports.
- Compare the existing LoS with the expected standards outlined by Airports Council International (ACI), International Air Transport Association (IATA), MoCA of Civil Aviation (MoCA), Airports Economic Regulatory Authority of India (AERA), and Bureau of Civil Aviation Security (BCAS).
- For AAI-managed airports, align with ACI, IATA, MoCA, AERA, and BCAS guidelines.
- For airports under private sector operation, adhere to standards specified in the Concession Agreement and guidelines from ACI, IATA, MoCA, AERA, and BCAS.

II. Coverage:

1. Terminals and Services:

- Thoroughly investigate facilities and services in both International and Domestic terminals.

- Examine procedures related to LoS and minimum passenger amenities service levels as per Standard Operating Procedures (SOPs) and Agreements.
 - Analyze the time required for each activity and suggest more efficient ways to enhance overall effectiveness.
 - Identify causes of delays, responsible agencies, and propose solutions.
2. **Equipment, Machinery, and Amenities:**
- Evaluate the efficiency of existing equipment and machinery (e.g., baggage handling systems, security screening equipment and check-in counters).
 - Assess the adequacy of amenities (e.g., seating areas, restrooms, information kiosks) and their impact on passenger flow.
 - Study the utilization of technology (e.g., automated check-in kiosks, self-baggage drop systems) to streamline processes.
 - Investigate the capacity of existing infrastructure and identify areas for expansion or improvement.
3. **Manpower Analysis:**
- Conduct a comprehensive study of the manpower allocation for BCAS, AAI, and other relevant agencies operating at the airports.
 - Evaluate the roles, responsibilities, and efficiency of personnel in managing and mitigating congestion.
 - Propose recommendations for optimizing manpower deployment to address congestion issues effectively.

III. Methodology:

1. Data Collection:

- Collect comprehensive data on current operational procedures, service levels, passenger amenities, and manpower allocation.
- Conduct meetings/ interviews with relevant personnel from BCAS, AAI and other agencies.
- Utilize both quantitative and qualitative methods for a comprehensive analysis.

2. Analysis:

- Analyze data related to manpower, identifying areas of improvement and potential bottlenecks.
- Evaluate the effectiveness of current manpower deployment strategies.

IV. Reporting:

1. Interim and Final Reports:

- Provide interim reports at key milestones for feedback.
- Submit a comprehensive final report detailing findings, analysis, and recommendations.

VI. Timeline and Milestones:

1. Project Timeline:

- Clearly define the project timeline including key milestones and deliverable dates.

The duration of the study will be covered in Twelve (12) weeks including Reporting and Acceptance by the MoCA. The consultant must make all necessary arrangements for surveys/ data collection and analysis on its own.

6. DETAILED RESOURCERE QUIREMENT

The delivery of the scope of work will require the engagement of senior-level resources/ leadership from within the firm. Please note that MoCA will only interact with the Team Leader indicated below and the Team Leader would be required for all key internal and external meetings with relevant stakeholders. The experts will be the face of these discussions and are required to be present for the same.

Key Personnel	No. of Consultant (s)	Educational Qualification	Experience Required	Responsibilities
Team Leader	1	Bachelor's degree in Engineering and MBA from a recognized University or Institute.	<p>Minimum 12 years of post-qualification experience with at least 10 years of experience in handling airport sector projects.</p> <p>Eligible Assignments:</p> <p>i. Experience of providing consultancy service for development of at least 2 airports with handling capacity of minimum 7 mppa</p> <p>ii. Experience in formulating service quality parameters for airports</p>	<p>S/He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Study, and act as a focal point to the MoCA throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Overall execution of the consultancy assignment. • Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders • Ensure all deliverables and milestones are satisfactorily delivered • Ensure high quality of survey data, analysis, report writing and provide insights from experience in sector projects. • Drive discussions with senior officials in the

Key Personnel	No. of Consultant(s)	Educational Qualification	Experience Required	Responsibilities
				Government at Centre and Airport Operators
Deputy Team Leader	1	Graduation degree and MBA from a recognized University or Institute.	<p>Minimum 12 years of post-qualification experience with at-least 8 years of experience in handling airport sector projects.</p> <p>Eligible Assignments:</p> <p>Experience of providing consultancy service for a time release study for an airport with handling capacity of minimum 15 mppa in India</p>	<p>S/He will assist the Team lead in leading, coordinating and supervising the multidisciplinary team for the evaluation Study. S/He will be responsible for:</p> <ul style="list-style-type: none"> • Leading day-to-day management of the team including communication related activities • Project management as per agreed activities, timelines and deliverables • Defining the detailed work plan, and managing the team of consultants against the work plan • Drive discussions with senior officials in the Government at Centre and Airport Operators • Coordinating with the team and other stakeholders • Sending periodic updates, highlighting challenges and potential solutions in project execution
Termina	2	Master's degree	Minimum 10 years of	S/he will be responsible for:

Key Personnel	No. of Consultant(s)	Educational Qualification	Experience Required	Responsibilities
1 Planner		in Architecture or Planning from a recognized University or Institute.	<p>post-qualification experience in the Airport Sector including experience in master planning of airport projects</p> <p>Eligible Assignments:</p> <p>Experience of providing consultancy service in a similar capacity for development of an Airport with handling capacity of minimum 10 mppa</p>	<ul style="list-style-type: none"> Review the terminal designs in compliance with best industry practice and guidelines issued by ICAO, MoCA of Civil Aviation Drive comparative review exercise in terms of terminal planning at global airports through secondary research from different sources
Aviation Security Expert	2	Graduation degree from a recognized University.	<p>Minimum ten (10) years of experience in airlines, airport, government or civil aviation organization with supervisory and instructional experience in air and ground security matters.</p> <p>Experience in the planning, organization and implementation of security practices for the safeguarding of civil aviation, aerodromes and facilities against acts of unlawful interference, appreciation of the legal basis of AVSEC regulations in India.</p> <p>Knowledge of the principles of operation and</p>	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> Assessing the adequacy of existing aviation security arrangements at the airport and the need to strike a balance between AVSEC measures and facilitation for air travelers. Examine AVSEC deficiencies and advise on planning of measures to be taken by the airport operator or sovereign agencies in the terminal building and associated facilities.

Key Personnel	No. of Consultant(s)	Educational Qualification	Experience Required	Responsibilities
			<p>use of security equipment including detection, surveillance, and intrusion alarm systems in relation to purely domestic, mixed and international regulations and best practices therein.</p> <p>Working knowledge of the National Civil Aviation Security Program and other national AVSEC documents prepared in the context of ICAO Annex 17 to the Convention on ICAO (Chicago Convention), ICAO Security Manual for the Safeguarding of Civil Aviation from Acts of Unlawful Interference (Doc 8973).</p> <p>Eligible Assignments:</p> <p>Minimum 5 years of experience with BCAS/ASG (CISF) or as a (Chief) Security Officer at any airport.</p>	
Airport Technology Expert	1	B. Tech (any discipline) and MBA from a recognized University or Institute.	<p>Minimum 12 years of post-qualification experience</p> <p>Eligible Assignments:</p> <p>Experience in at least 1 project in technology in</p>	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> • Providing insights on the new technology solutions adopted by airports • Drive comparative review exercise in terms of technology at global

Key Personnel	No. of Consultant(s)	Educational Qualification	Experience Required	Responsibilities
			airport sector.	airports through secondary research from different sources
Civil Aviation Specialist	1	Master's degree (or equivalent) in Aviation/ Operations/ or related subject (s)	<p>Minimum 10 years of post-qualification experience in the Airport Sector.</p> <p>Eligible Assignments:</p> <p>Minimum 7 years of experience with AAI and/or DGCA and/or BCAS and/or other airport operator(s). Preference shall be given to the expert who has experience of directly working in/ with the DGCA/BCAS/AAI or all.</p>	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> • Providing management and operations perspectives on all aspects of the airport evaluation • Drive discussions with senior officials in the Government at Centre and with Airport Operators • Leading survey/ interviews with officials, identifying gaps and challenges in issues related to operations, management and development of airports

Note: The above-listed consultants may engage support teams. The engagement of such resources/teams shall be taken up by the engaged firm/consultants. The pricing of the same must be included in the overall cost of the proposal.

7. GENERAL TERMS AND CONDITIONS

7.1 Exclusivity of the selected resources: The selected resources shall be deployed exclusively on the project awarded through this contract and shall not be deployed on any other project till the end of the contract or without prior written approval of the MoCA, whichever is earlier.

7.2 Authorisation of Signatory: The Bid may be signed either by the Principal Officer of the service providing agency or his duly Authorized Representative, in which case he/she shall submit a

certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical Proposal. In case of Authorized Representative, the authorization shall be in the form of a written power of attorney accompanying the Proposal. The Power of Attorney or authorization of the signatory shall be submitted as per the Form D.

7.3 Contract Period: The contract shall be valid for a period of twelve (12) weeks from the date of award of the contract and further extendable after due evaluation of the performance and the requirement of the project.

7.4 Conflict of Interest: MoCA requires that service provider provides professional, objective, and impartial evaluation study and at all times hold the MoCA's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work. It is clarified that all or any of the personnel working on the project should not be working or engaged in same or similar type of work for the airport operators concerned for the Project or at any other airport in India coming under the control of the holding company of the airport operators concerned for the Project.

7.5 Presentation: As a part of evaluation of proposals submitted by the applicants, MoCA reserves the right to seek further information or a presentation from the Organizations for evaluation purposes. The tentative date of the technical presentation round has been specified in the Tender Summary. MoCA may call for such information/presentation at a short notice.

7.6 Earnest Money Deposit (EMD)/ Bid Security: Bidders shall submit, along with their Bids, Bid Security (EMD) of **INR 1,00,000** by a Deposit through Demand Draft in the favor of PAO (SECTT.), MoCA payable at New Delhi.

Note:

- i. EMD in any other form will not be entertained.
- ii. No interest will be payable to the Bidder on the amount of the EMD. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days of completion of the process
- iii. In case bid is submitted without the bid EMD then MoCA reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
- iv. The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of bid validity.
 - Bidder does not respond to requests for clarification of its Proposal.
 - Bidder fails to provide required information during the evaluation process or is found to be non responsive.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

7.7 EMD Refund:

- i. **For Unsuccessful Bidders:** The EMD of all unsuccessful bidders would be refunded without interest by MoCA on finalization of the bid in all respects by the successful bidders within 30 days after finalization of tender.
- ii. **For Successful Bidders:** The EMD of successful bidders would be returned without interest upon submission of Performance Bank Guarantee by the successful bidders. The above- mentioned refund would be completed within 30 days of the issue of work order to the successful bidder.

In case bid is submitted without the bid EMD then MoCA reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

7.8 Amendments to RFP: At any time prior to the last date for receipt of applications, MoCA may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by an amendment. In order to provide prospective applicants reasonable time to take the proposed amendments into account while preparing their proposals, MoCA may at its discretion extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the RFP. Any such amendment shall be communicated to the service providers.

7.9 Performance Bank Guarantee: The MoCA will require the selected consultant to provide a Performance Bank Guarantee, within 10 days from the notification of award, for a value equivalent to 5% of the contract value. The Performance Guarantee shall contain a claim period of Twelve (12) weeks from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the delivery and warranty period. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the MoCA at its discretion may cancel the order placed on the selected bidder without giving any notice. MoCA shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or MoCA incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

7.10 Payment Milestones:

7.10.1 The total duration of the project is Twelve (12) weeks including data analysis, defining strategy & roadmaps, setting targets and preparation of final strategy document and the payment would be as per the satisfactory submission of deliverables by the consultant. If any two deliverables are dependent on each other or have dependent activities, then their delivery

timelines should accommodate for that and be set accordingly.

7.10.2 The payment shall be made as per the below given milestones:

S. No.	Milestone	Timeline (T*Days)	Payment terms
1.	Start of Survey	T + 3	-
2.	Inception Report / Mid Review of Survey	T + 15	20%
2.	Completion of survey	T + 40	20%
3.	Submission of Draft document	T + 55	20%
4.	Submission of Final Document by incorporating/compliance of MoCA's comments/observations	T + 75	20%
5.	After acceptance of Final Document from MoCA	T + 90	20%

Note: T indicates the time of Letter of Award date for the consulting firm.

7.11 Ownership Rights: Ownership of all new artifacts (data, reports, presentations and other publications) generated during the course of the assignment or otherwise with respect to the assignment, will rest with MoCA and MoCA will have the right to resell/ implement the same with any other organization.

7.12 Fraud/ Corruption: MoCA requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, MoCA defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

7.12.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.

7.12.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.

7.12.3 "Collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of MoCA, designed to establish prices at artificial, non- competitive levels.

7.12.4 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons

or their property to influence their participation in a procurement process or affect the execution of a Contract. MoCA will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; and

7.12.5 MoCA will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

7.13 Termination of Contract

7.13.1 Termination for Default

MoCA reserves the right to terminate / short close the contract, without prejudice to any other remedy for breach of contract, by giving 15 days' notice if the agency fails to perform any obligation(s) under the contract and if agency, does not cure their failure within a period of 7 days (or such longer period as MoCA may authorize in writing) after receipt of the default notice from MoCA.

7.13.2 Termination for Insolvency

MoCA may at any time terminate the contract by giving written notice without compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MoCA.

7.13.3 Termination for Convenience

MoCA may by written notice sent to agency to terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by agency till the date upon which such termination becomes effective.

7.13.4 Termination on Expiry

The Contract will be automatically terminated upon the completion/ expiry of the period i.e., 12 weeks unless the same is extended by the MoCA in writing as per the requirements of the project.

7.14 Language: The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to

the Proposal exchanged by the bidder and MoCA shall also be written in the English language.

7.15 Companies' Personnel: The service provider shall employ and provide at its own cost such qualified and experienced consultants as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the service provider(s) and MoCA will not be responsible for any such claims/damages.

7.16 Rejection of Application: The application is liable to be rejected if:

7.16.1 Not in prescribed forms and/or not containing all required details.

7.16.2 Not properly sealed and signed as per requirements.

7.16.3 Received after the expiry of due date and time.

7.16.4 Missing of any supporting document(s) with the Proposal.

7.17 Written Undertaking: MoCA may at any time require the service provider and its employees/advisors/professionals/Contractors, to whom confidential information may be disclosed in the course of execution of contract, to give a written undertaking in the form of a deed reasonably accepted to MoCA and relating to the use and non-disclosure of the confidential information relating to MoCA or any Government Department or relating to any MoCA and or such other information that MoCA suggests to be confidential. Upon receiving a request aforesaid the service provider must promptly arrange for all such undertakings to be given to MoCA.

7.18 Knowledge Transfer: Subject to any qualification or provision to the contrary in the statement of work, the service provider must provide the following assistance to the MoCA on termination or expiration of this Contract: service provider is required to transfer or provide access to the MoCA to all information stored by whatever means held by the service provider or under the control of the service provider in connection with this Contract; and making Specified Personnel / employees and Agency Personnel available for discussions with the MoCA as may be required. The time, length and subject of these discussions will be at the sole discretion of the MoCA, provided that any matter discussed is not considered to reveal any 'commercial-in-confidence information of the service providing firm.

7.19 Force Majeure: Neither party shall be held responsible for non-fulfillment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events that affected party thereby shall give a notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then

mutually decide about the future course of action.

Force Majeure shall not include-

- i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
- ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- iii. Insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

7.20 Indemnity: The service provider undertakes to indemnify MoCA from any losses that MoCA may incur due to any deficiency in services rendered by the service provider or any instance of corruption or improper payment.

7.21 Subletting of Work: Sub-letting of work will be permitted based on the clear intimation to MoCA and the approval of the MoCA SPOC. However, final liability shall rest with the selected service provider.

7.22 Maintenance of Confidentiality: The service provider must not divulge any confidential information and assure that reasonable steps are undertaken to provide for the safe custody of any and all confidential information in its possession and to prevent unauthorized access thereto or use thereof. The service provider must not disclose any confidential information of MoCA or any government department or relating to any MoCA or any other related party without the prior written consent of MoCA,. In giving written consent to the disclosure of confidential information, MoCA may impose such conditions as it deems fit and the agency must comply with these conditions. Confidentiality clause shall continue for a longer period than one year after the termination of contract or contract expiry period.

The selected Bidder will be required to sign a mutually agreed Non-Disclosure Agreement (NDA) with MoCA.

7.23 Removal of Data: The service provider must ensure that its employees/ professionals' subcontractors and/ personnel do not:

7.23.1 remove any data or allow any data concerned with this contract to be removed from the places as notified / directed by MoCA; or

7.23.2 take any Data or allow any data to be taken outside of India, without MoCA's prior written consent.

7.24 Validity of Proposals: The proposals shall remain valid for a period of 90 days from the last date of submission. In exceptional circumstances, MoCA may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder consenting to such request will not be required nor permitted to modify its Proposal.

8. BRIEF DESCRIPTION OF BIDDING PROCESS

MoCA has adopted a single stage two packet bidding process for Hiring of Agency for conducting an Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Six (6) Major Airports'. This will comprise technical and financial proposals. The process involves the Agency to be responsive to the bid and meeting the eligibility requirement. Those Agencies whose bids are responsive and meet the minimum eligibility criteria will be further evaluated based on the technical evaluation criteria. The evaluation criteria include marking for technical eligibility parameters, approach & methodology, team composition of Agency and Presentation to MoCA based on the scope of work mentioned in the RFP. This will determine the technical score (St) of the Agency. The Agency will submit their financial offer for the said work in the format provided in the document. The Financial Score (Sf) of the Agency and highest combined score (S) will be decided as per the section "Financial Evaluation" (Para. 12.2 refers). The bidder achieving the highest combined score (S) will be considered to be the successful bidder

SELECTION PROCEDURE:

- i. The bids shall be evaluated on Quality and Cost Based Selection (QCBS).
- ii. In deciding the final selection of the service provider, the technical bid of the proposal will be given a weightage of 70% and the financial bid will be given a weightage of 30%.
- iii. The financial bids of only those bidders who qualify for the technical evaluation will be evaluated.
- iv. The proposal with the lowest cost will be given a score of 100 and the other proposals will be scored on a pro-rata basis, inversely proportional to the offered

cost i.e., lower marks for higher-priced offers.

- v. The bidder shall be scored on experience on the number of relevant projects undertaken in providing services to Indian Public Sector organizations/ ministries/ departments/ enterprises/ undertakings as per the evaluation criteria given at para 10 of this Tender Document.

TOTAL SCORE:

- The total score shall be obtained by weighing the quality and cost scores and adding them.
- Total Score = [Technical Score* 70% (Weightage given to technical criteria)] + [Financial Score* 30% (Weightage given to financial criteria)]

9. PRE-QUALIFICATION CRITERIA

Interested Bidders are expected to meet the following pre-qualification criteria. In case the Bidders fail to either meet all these criteria or do not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: - <ul style="list-style-type: none"> • A Limited Liability Partnership (“LLP”) registered under the LLP Act,2008; • an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013; • a “Partnership Firm” registered under the Indian Partnership Act, 1932 	Registration documents of the Bidder as a company/firm or any legal entity alongwith: <ul style="list-style-type: none"> • Incorporation Certificate of the company • Certified copy of registered Partnership Deed; copy of Statement filed in the Register of Firms disclosing names, addresses and relevant details of all partners of the Partnership Firm • Any other

			supporting document, as may be required
2.	Annual Turnover	<p>The average turnover during last 3 (three) financial years (i.e., 2020-21, 2021-22, & 2022-23) should be more than INR 100 crore from consultancy assignments awarded by Central Government including public sector undertakings/enterprises/ entities, and State Governments including state owned undertaking/ enterprises/entities.</p> <p>In case, FY 2022-23 is under audit, the turnover of FY 2019-20 will be considered.</p>	<ul style="list-style-type: none"> • GST Registration Certificate • PAN Card • Turnover certificate by CA (original);or • Audited balance sheets for the last three financial years (i.e., 2020-21, 2021-22,2022-23) to support the claim • In case, FY 2022-23 is under audit, Audited balance sheets for FY 2019-20 will be considered.
3	Work experience	<p>The firm should have providing Consultancy services to Government clients in India for at least 10 years; and</p> <p>The firm should have undertaken at least 1 (one) time release study for government clients in transport sector.; and</p> <p>The firm should have undertaken at least 2 (two) projects in aviation sector for government clients in India.</p> <p>For avoidance of doubt, it is clarified that the transport sector shall include railways, road & highways, and ports (including land ports).</p>	<ul style="list-style-type: none"> • Copy of Completion certificate/ work order/Contract/ Letter of Award for each of the mentioned assignments should be submitted • Self-certification (Form No. F & I)

4	Non- Blacklisting	The bidding entity must not be blacklisted / terminated / debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last three (3)years.	<ul style="list-style-type: none"> Undertaking by the authorized signatory on the company's letterhead. (As per format prescribed in Form J)
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Interested Bidders submitting their proposals are required to meet the above pre-qualification criteria. In case any Bidder fails to either meet all these criteria or does not furnish the requisite supporting documents/ documentary evidence in support thereof, the bid is liable to be summarily rejected without giving any reason for the same.

10. TECHNICAL QUALIFICATION CRITERIA

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology, Work Plan and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).

The Team Leader must score a minimum of 70% marks. A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks.

The scoring criteria to be used for evaluation shall be as follows:

Sr No.	Technical Evaluation Criteria of the Bidders	Marking scheme	Max. marks
1	Financial Capacity of the Bidder:		
1.1	The average turnover during last 3 (three) financial years (i.e., 2020-21, 2021-22, & 2022-23) should be more than INR 100 Cr from consultancy assignments awarded by Central Government including public sector undertakings/ enterprises/ entities, and State Governments including state owned undertaking/ enterprises/ entities. In case 2022-23 is under audit, the turnover of FY 2019-20 will be considered	<ul style="list-style-type: none"> INR 100 Cr. – INR. 250 Cr. - 3 Marks INR 250 Cr. - INR 500 Cr. – 5 Marks INR 500 Cr. and above – 10 Marks 	10
2	Technical Capacity of the Bidder:		
2.1	Experience of undertaking time release study for	A. Time release study for airports in	15

Sr No.	Technical Evaluation Criteria of the Bidders	Marking scheme	Max. marks
	<p>government clients:</p> <p>A. Airport(s) in India with respect to passenger and/or cargo in last 7 (seven) years: The applicant shall be given additional marks if the time release study is undertaken for an airport in India having a throughput of more than 50 million passengers per annum during the year the assignment was completed.</p> <p>B. Transport sector in India other than airport sector. For avoidance of doubt, it is clarified that the transport sector shall include railways, road & highways, and ports (including land ports).</p>	<p>India – 2 marks per airport, upto a maximum of 12 marks the Time release study is for an airport in India having a throughput of more than 50 million passengers per annum - 1 additional mark</p> <p>B. Time release study in transport sector in India other than airport - 2 marks</p>	
2.2	Experience of completed projects in Airport Sector in India during the last 7 (seven) years with consultancy fee > INR 30 Lakhs	<ul style="list-style-type: none"> • 3 eligible projects - 3 marks • For every additional project 0.5 mark will be awarded upto a maximum of 5 marks. 	5
2.3	Experience of implementation of aviation strategy / policy in India in the last 7 years at State Government level with consultancy fee > INR 30 Lakhs	<ul style="list-style-type: none"> • 1 Projects - 3 Marks • More than 1 eligible projects - 5 marks 	5
2.4	Experience of undertaking assignments in transport sector in India for government clients involving user surveys covering a minimum sample size of 800 respondents	<ul style="list-style-type: none"> • 1 mark per assignment, upto a maximum of 4 marks. • One additional mark for an assignment in airport sector in India 	5
2.5	Experience of preparing policy / strategy involving process review/optimisation through digital / technology initiatives for airports in India with consultancy fee > INR 30 Lakhs	<ul style="list-style-type: none"> • Atleast 1 eligible project - 5 marks 	5
3	Team		
i	Team Leader	<ul style="list-style-type: none"> • Minimum marks for 12 years of experience - 2 marks. For every year of experience 0.5 mark will be awarded upto a maximum of 4 marks. • Minimum marks for 1 project for formulating service quality parameters for airports - 2 marks. 1 (one) additional marks for Experience of formulating service quality parameters for an 	10

Sr No.	Technical Evaluation Criteria of the Bidders	Marking scheme	Ma x. ma rks
		international airport outside India. <ul style="list-style-type: none"> • 3 (three) marks for overall experience of handling airport sector projects. Marks will be allotted based on the quality of experience and role played by the proposed Team Leader 	
ii	Deputy Team Leader	<ul style="list-style-type: none"> • Marks for 12 years of experience - 1 mark. • Experience of undertaking time release study for airports in India - 2 marks. • 2 (two) marks for overall experience of handling airport sector projects. 	5
iii	Terminal Planner	<ul style="list-style-type: none"> • Minimum marks for 10 years of experience - 1 mark. 0.5 additional mark for more than 15 years experience in airport. • 2(two) marks for overall experience of handling airport sector projects. Marks will be allotted based on the quality of experience and role played by the proposed Terminal Planner. • 0.5 additional marks for experience of working or providing consultancy service in a similar capacity for development of an Airport with handling capacity of more than 10 mppa to 25 mppa is; and • 1 additional mark for experience of working or providing consultancy service in a similar capacity for development of an Airport with handling capacity of more than 25 mppa 	5
iv	Security Aviation Expert	<ul style="list-style-type: none"> • Minimum marks for 10 years of experience - 1 mark. For every year of experience 0.5 mark will be awarded upto a maximum of 2 	5

Sr No.	Technical Evaluation Criteria of the Bidders	Marking scheme	Max. marks
		marks. <ul style="list-style-type: none"> • 2 (two) marks for minimum 5 years of experience with BCAS/ASG (CISF) or as a Chief Security Officer at any airport. • 1 (one) mark for overall experience of handling security programme of an airport (0.5 marks – airport having 1-10 mppa and 0.5 marks – airport having more than 10 mppa) 	
v	Airport Technology Expert	<ul style="list-style-type: none"> • Marks for 12 years of experience - 1 mark. • Minimum marks for 1 project in technology in airport sector with Government of India - 1 mark. 0.5 marks for every additional project upto a maximum of 2 marks. • 2 (two) marks for overall experience of handling airport sector projects. Marks will be allotted based on the quality of experience and role played by the proposed Airport Technology Expert 	5
vi	Civil Aviation Specialist	<ul style="list-style-type: none"> • Minimum marks for 10 years of experience - 1 mark. For every year of experience 0.5 mark will be awarded upto a maximum of 3 marks. • 2 (two) marks for overall experience of handling airport sector projects. Marks will be allotted based on the quality of experience and role played by the proposed Civil Aviation Specialist 	5
4	Approach & Methodology		
	Written	Should be submitted as part of the proposal.	5
	Oral	A detailed presentation shall be given to the technical committee	15

Sr No.	Technical Evaluation Criteria of the Bidders	Marking scheme	Ma x. ma rks
		highlighting the applicants understanding, the approach & methodology and the work plan.	
	Total Marks		100

- Any applicant will need to score minimum 70 marks to qualify for the next stage. Those who fail to achieve the necessary marks will not be considered for further evaluation.
- The MoCA will notify the Applicants whose cure the qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, or electronic mail in the name of the Authorized Signatory

11. SUBMISSION OF PROPOSAL

11.1 Technical Proposal: The technical proposal must include the following:

- All the supporting documents for the pre-qualification criteria.
- CV and profile of proposed consultants, as well as the team composition by area of expertise, the position that would be assigned to each resource, and their tasks.
- Signed and stamped Form-A, B, C, D, E, F, G, H, I, J, K, L and any other relevant documents.
- Any other details that the bidder may like to provide.

11.2. Financial Proposal:

While preparing the Financial Proposal, agencies are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes, excluding GST associated with the Assignment. While submitting the Financial Proposal, the Agency shall ensure the following:

All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, etc. 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.

The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the prevailing law on the Agencies, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The agency shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes as per Applicable Laws.

- The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- Agency shall express the price of their services in Indian Rupees.
- The Agency may be subjected to local taxes (such as service tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc.) on amounts payable by the Client under the Contract. Agency must do their due diligence about the tax implications and Client will not be liable for any incident.
- The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the agency is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the agency to extend the validity of their proposals for a stated period. Agencies, who do not agree, have the right not to extend the validity of their proposals.

**The proposed cost should be inclusive of lodging, boarding and MoCA shall not be liable for travel or any other expense.*

11.3. Submission Guidelines:

- i. The Financial and Technical Proposals should be submitted separately in the prescribed/ provided format and signed by the Authorized Signatory. Financial bid, if submitted along with the technical bid is liable to be rejected.
- ii. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- iii. All pages of the bid including the duplicate copies, shall be signed and stamped by the authorized signatory.
- iv. Please Note that Prices must not be indicated in the Technical Bid.

For further queries and any clarification, you may please contact the below mentioned:

Procurement Team, MoCA

Email id: so-ad.moca@nic.in

12. PROPOSAL EVALUATION

12.1 Technical evaluation

- As part of the evaluation the Technical Proposal submission for Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in detail in accordance with the criteria set out in this RFP document. Based on the technical factors, each Agency would be assigned a technical score out of 100. Based on their ranking in technical score, Agencies scoring more than 70% are eligible for financial evaluation.

12.2 Financial evaluation

The MoCA 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 fulfill 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.

Note:

- Key Personals proposed to work on the project by the bidders must necessarily be the ones with credentials and expertise already working on the projects specified in pre-qualification criteria.

The consultants proposed and shortlisted for the project will be required to be deployed on the project. No replacement shall be allowed.

The Financial score shall be determined as:

$$\text{Financial Score (FS)} = 100 \times FL1/FA$$

Where:

FL1 is the L1 (Lowest Bidder)'s Service Charges in Rs lakh for the assignment.

FA is the Service Charges in Rs. lakh quoted by Bidder for the assignment.

Thus, Bidder quoting Lowest charges shall be given 100 marks.

Further, if there is a discrepancy between the amounts in figures and in words, the amount in words shall govern and shall be taken for the purpose of evaluation.

13. Method of Selection

The applicants scoring highest composite score after evaluation of technical and financial bids, shall be awarded the assignment.

The Composite Score of the Bidder shall be determined by *combining Technical and Financial Scores based on following formula* (financial bids only for top 3 bidders based on technical scores shall be opened)

- *Composite Score(CS)=Technical Score(TeS)*0.70+Financial Score(Fs)*0.30*
- *The technical experience has been assigned 70% of weightage while price quote is assigned 30% weightage.*

In case there are more than one consulting agencies with equal highest combined score, then the agency with the higher technical standalone score shall qualify for the award of contract.

14. Terms of Reference:

- I. To examine and measure the 8 Levels of Services in identified passenger movements, at both international and domestic terminals and map them with best industry practices and global benchmarks etc., are as below.
 - a) Maximum queuing time for entry into the terminal buildings and also weekly/monthly trends in crowding/ congestion at departure entry gates and forecourt areas.
 - b) Maximum queuing time for check-in and also weekly/monthly trends in crowding/ congestion in check-in process.
 - c) Maximum queuing time for security check and also weekly/ monthly trends in crowding/ congestion in security check process.
 - d) Maximum queuing time for emigration /immigration clearance and also weekly/ monthly trends in crowding/ congestion in emigration /immigration clearance.
 - e) Adequate space for passenger movement circulation.
 - f) Adequate seating availability at gate/ lounges for waiting passengers.
 - g) First and last baggage delivery time after arrival of the aircraft.
 - h) Availability of wheelchairs/ buggies/ trolleys.
 - i) Cleanliness of toilet and sufficient availability of toilet/ restrooms.
 - j) Maximum waiting time for taxis for arrival passengers.
- II. To document operational and procedural constraints/ bottlenecks for passenger and baggage processing within the terminal (both domestic and international)at all sub-processors:

Level of Service parameters (list is indicative):

- a) Entry gate
- b) Public departures / arrivals halls
- c) Check-in area including self-service kiosks, bag drop desks/units and traditional check-in desks
- d) Security control

- e) Emigration / Immigration control
 - f) Gate hold-rooms / departure lounges
 - g) Baggage re-claims
 - h) Customs control
 - i) Parking area
 - j) Any other parameter that may impact passenger movement/congestion such as location of Passenger information systems, location of various amenities.
- III. To analyze, present status of dwell time in terms of time taken and distance of various touch points from a reference point, and also identify inefficiencies and deficiencies in the processes.
- IV. To analyze and document the relevant global and local best practices in the domain about reduction of dwell time. Shortlist airports with low dwell time for passengers keeping in view the scope of this project.
- V. As-Is assessment of the following for each airport from the perspective of passenger movement: (1) Processes, (2) Infrastructure, (3) Trained Manpower, (4) stakeholders and (5) technology.
- VI. Performance of key stakeholders, processes involved against industry/global standards and benchmarks regarding the above parameters. Following are the indicative processes/touch points:

• **Departure**

- **Airport Entry:** To identify time taken to the access the airport terminal through the entry gates
 - Time taken for Digi Yatra passengers
 - Time taken for conventional passengers
- **Check-in:** To identify time taken for baggage screening and dropping
 - Time taken for tag-only passengers
 - Time taken for baggage drop at kiosk
 - Time taken for baggage drop at self-service kiosk
- **Emigration:** To identify time taken for emigration processes
- **Security Check:** To identify time taken for security check processes

- Time taken for security processes of passengers
- Time taken for security processes of cabin luggage
- **Boarding:** To identify time taken for boarding aircraft
 - Time taken for checking of boarding passes before exiting the terminal
 - Time taken for checking of boarding passes before entering the aircraft

- **Arrival:**

- **Immigration:** To identify time taken for immigration processes for arrival passengers
- **Baggage Claim:** To identify time taken for Baggage reclaims in ArrivalsZone

VII. Identification of critical gaps in the existing infrastructure and cataloguing of bottlenecks in airport operation responsible for higher dwell-time

- **Airport Entry:** Assessing the no. of entry gates to the terminal and manpower availability

- Adequate no. of drop off/pick up lanes at the entry gate and their management
- No. of Digi Yatra Gates
- No. of conventional gates
- No. of staff entry gates
- No. of VIP Gates
- No. of security officials deployed at the entry gates vis-à-vis the number of passengers

- **Check-in:** Assessing the no. of Check-In Desks

- No. of Airline-wise check-in desks
- No. of kiosks for self-baggage drop & self-check-in

- **Immigration:** Assessing the number of immigration kiosks and manpower availability.

- No. of desks available for immigration officers

- No. of immigration officers available vis-à-vis the number of passengers
- **Security Check:** Assessing the number of no. of security check gates
 - No. of security check gates for Gents and for Ladies
 - No. of gender-wise security personnel available for passenger security check
 - No. of security personnel available for cabin luggage security check
- **Waiting Period:** Assessing the availability of Public Facilities within the terminal
 - No. of gender-wise restrooms
 - Availability of Retail Outlets, Restaurants, lounges etc.
- **Boarding:** Assessing the facilities available for aircraft boarding
 - No. of aerobridges
 - No. of conventional boarding gates
 - No. of biometric self-boarding gates
 - Reviewing the No. of supporting staff available vis-à-vis the number of passengers
- **Baggage claim:** Assessing the facilities in the arrival zone
 - No. of conveyor belts
 - No. of supporting staff
 - No. of help desks
- Reviewing the **availability of area for various zones** with respect to the number of passengers in peak hours
 - Queuing area available at terminal entry
 - Area availability at baggage drop/ check-in zone
 - Area availability at security check zone
 - Area availability at immigration zone
 - Area availability at boarding zone
 - Seating capacity at boarding zone
 - Area availability for baggage claim at arrival zone

- **Assessment of facilities available for movement of passengers & baggage**

- Automated people mover
- No. of elevators
- No. of escalators
- No. of moving sidewalks
- No. of trolleys for movement of bulk baggage

VIII. Study the **technology leveraged at the touch points** given below and compare with the global best practices.

- Entry gate
- Public departures / arrivals halls
- Check-in area including self-service kiosks, bag drop desks/units and traditional check-in desks
- Security control
- Emigration / Immigration control
- Gate hold rooms / departure lounges
- Baggage reclaims
- Customs control
- Integration of Departure Control System with all sub-processor points to enhance the efficiency and save time
- Any other parameter that may impact passenger movement/congestion such as location of Passenger information system, location of various amenities

For example, in the case of baggage drop off, analysis of following interventions for reducing dwell time:

- Availability of number and type of X-Ray machines and HBS (Hold Baggage Screening) System vis-à-vis no. of passengers & quantity of check-in luggage
- Availability of number of X-Ray machines & metal detectors vis-à-vis no. of passengers & quantity of cabin baggage
- Availability of other equipment and technology for saving time in various

processes

- IX. To explore the possibility of establishing service levels between stakeholders by identifying key performance parameters
- X. Analysing the historical data and trends of air passenger movement to forecast the future demand. Develop scenarios based upon various demand drivers. Provide inputs on future requirements pertaining to infrastructure, technology, manpower, equipment etc.
- XI. To suggest a roadmap with short term, medium term and long-term suggestions for overall reduction of dwell time to a reasonable level (if warranted by findings)

APPENDIX-I
TECHNICAL PROPOSAL

Form-A

Letter of Proposal

(On Applicant's letterhead)

(Date and Reference)

To,

Ministry of Civil Aviation
Rajiv Gandhi Bhawan, Block B,
Jorbagh, Safdarjung Airport Area,
New Delhi - 110003

Sub: Request for Proposal (RFP) for Undertaking Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports'

Dear Sir,

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 Undertaking Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports'

2. I/We acknowledge that the Authority 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 Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority 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 Authority;

(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 Authority 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 declare that we are not a member of any other firm applying for Selection as a Consultant.

10. 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.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no 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.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [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.

14. 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.

15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format prescribed in Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Team Leader cum Financial Expert in accordance with the provisions of the RFP and that the Team Leader cum Financial Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.

19. 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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

20. 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.

21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I
Form-B
Particulars of the Applicant

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:

3. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

For and on behalf of

(Signature, name and designation of the authorised signatory)

APPENDIX-I

Form-C

Statement of Legal Capacity

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

Ref. Date:

To,

Ministry of Civil Aviation
Rajiv Gandhi Bhawan, Block B,
Jorbagh, Safdarjung Airport Area,
New Delhi - 110003

Dear Sir,

Sub: Request for Proposal (RFP) for Selection of Consultancy Firm for for Undertaking Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports'

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 Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised 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 authorised signatory

For and on behalf of

*Please strike out whichever is not applicable

APPENDIX-I

Form-D

Power of Attorney for Authorised Signatory

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 “Authorised 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 and selection as the Consultant for Request for Proposal (RFP) for Selection of Consultancy Firm for Undertaking Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports', proposed by the Ministry of Civil Aviation, (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised 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 Authorised 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:

2

Notarised

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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-E

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue
1.		
2.		
3.		

Certificate from the Statutory Auditor

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

(Signature, name and designation of the authorised signatory)

Date:

- 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.
- 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.

Note:

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

APPENDIX-I

Form-F

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present		No. of Eligible Assignments #
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							

APPENDIX-I

Form-G

Abstract of Eligible Assignments of the Applicant

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/entity (Profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months: Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (In Rs. / USD):
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Note:

1. The Applicant should provide details of only those assignments that have been undertaken by it under its own name.
2. 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. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

APPENDIX-I

Form-H

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR:

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

2. Methodology and Work Plan:

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives lay down in the TOR, including approach, methodology, etc. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.

APPENDIX-I

Form-I

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 assignment of project:
- Year:
- Location:
- Client:
- Main project features:
- Positions held:
- Activities performed:

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.

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

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

Notes:

- 1 Use separate form for each Key Personnel and Professional Personnel.
- 2 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I
Form-J
Non-Blacklisting Undertaking

(To be submitted on the Letterhead of the responding firm)

To,
Ministry of Civil Aviation
Rajiv Gandhi Bhawan, Block B,
Jorbagh, Safdarjung Airport Area,
New Delhi - 110003

Subject: Non-Blacklisting declaration in connection with RFP Ref. dated for

Dear Sir,

This is to notify you that our Firm/Company/ Organisation _____ intend to submit proposal in response to invitation for Tender Ref. No. _____ for <>. In accordance with the above, we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this Day of
2023 (Signature)
(In the capacity of)
Duly authorized to sign the Proposal Response for
and on behalf of: (Name and Address of Company)
Seal/Stamp of Agency

APPENDIX-I
Form-K

BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

Bid Security Declaration Form

Date: _____ Tender No. _____

To,

Ministry of Civil Aviation
Rajiv Gandhi Bhawan, Block B,
Jorbagh, Safdarjung Airport Area,
New Delhi - 110003

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of 202__ (insert date of signing)
Corporate Seal (where appropriate)

APPENDIX-I
Form-L

Format for Bank Guarantee

To,

The President of India acting through Insert Designations,

<Name of PSAS>

In consideration of acting on behalf of the President of India (hereinafter referred as the "MoCA", 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 MoCA's Agreement no. dated valued at (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 MoCA 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 MoCA an amount not exceeding ₹ (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the MoCA 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 MoCA stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the MoCA 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 (Rupees)

3. We, (indicate the name of Bank) undertake to pay to the MoCA 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 MoCA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the MoCA certifies that the terms and conditions of the said Agreement have been fully and property 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 MoCA that the MoCA 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 MoCA 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 MoCA or any indulgence by the MoCA 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 MoCA in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the MoCA serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before ((indicate the date falling 365 days after the Bid Due Date specified in the RFP).

Dated, the day of 2023

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank:

NOTES:

- I. The Bank Guarantee should contain the name, designation and code number of the officer (s) signing the Guarantee.

- II. 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.

Appendix-II:
Financial Proposal
(On Applicant's letter head)

(Date and Reference)

To,

Ministry of Civil Aviation
Rajiv Gandhi Bhawan, Block B,
Jorbagh, Safdarjung Airport Area,
New Delhi - 110003

Dear Sir,

Subject: Consultancy Services Undertaking Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travelers at Major Airports' –reg.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for proposal dated xxxxx and our proposal (Technical and Financial proposal) dated xxxxx. Our attached financial proposal is for the sum of Rs..... (Figures) (Rupees. Words only/-). This amount is exclusive of all Goods and Services taxes estimated at INR (Figs) (Rupees. Words only/-) after careful analysis of cost involved for the performance of the complete work considering all parts of the Bidding Document.

Our financial proposal is binding upon us up to expiring of validity period of the proposal, i.e. date xxx.

We undertake that, in competing for and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note:

1. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
2. The breakup of expenses shall be provided by Consultancy Firm as given below Form.
3. The Financial Proposal is inclusive of all taxes i.e. income tax, professional tax and education cess except GST (as applicable).
4. In the case of assignment dropped mid-way or at any time after award, the above rates will be utilized for downsizing the payment on prorata basis of payment schedule

Appendix-III

Agreement

Engagement of Consultant for conducting Evaluation Study on 'Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travellers at Major Airports' viz. Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bengaluru.

This agreement (hereinafter called the “**Agreement**”) is made on day of the month of, 2023, between, on the one hand, the [President of India acting through] (hereinafter called the “**Ministry of Civil Aviation**” or “**MoCA**”, 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 MoCA vide its Request for Proposal dated 11.12.2023 on GeM Portal invited bids for appointment of Consultant (hereinafter called the "Consultancy") for the '**Service Delivery and Deficiency/Shortfall in availability of basic amenities for air travellers at Major Airports' viz. Delhi, Mumbai, Kolkata, Chennai, Hyderabad and Bengaluru** (hereinafter called the "Project");
- (B) The Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the MoCA that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the Services to the Ministry of Civil Aviation on the terms and conditions as set forth in the proposal.
- (C) The MoCA, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”) to.....
- (D) The Consultant has since acknowledged the receipt of LOA vide its email/letter dated and have commenced the services for the Project w.e.f.; and
- (E) In pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

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

- (a) **“Agreement”** means this Agreement, together with all the Annexures;
- (b) **“Agreement Value”** shall have the meaning set forth in Clause 5.1;
- (c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the **provisions of Tender**;
- (g) **“Dispute”** shall have the meaning set forth in Clause 8
- (h) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **“Government”** means the Government of India.
- (j) **“INR, Re. or Rs.”** means Indian Rupees;
- (k) **“Party”** means the Ministry of Civil Aviation or the Consultant, individually;
- (l) **“Parties”** means the Ministry of Civil Aviation or the Consultant collectively;
- (m) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

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 Rights and obligations

The mutual rights and obligations of the Ministry of Civil Aviation 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 of Civil Aviation shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.3 Governing law and jurisdiction

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

1.4 Notices

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

- (a) in the case of the Consultant, be given by email and by letter delivered by hand/through speed post to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Ministry of Civil Aviation; provided that notices or other communications to be given to an address outside India specified in Sub clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or email to the number/ address as the Consultant may from time to time specify by notice to the Ministry of Civil Aviation ;
- (b) in the case of the Ministry of Civil Aviation , be given by email and by letter delivered by hand/through speed post and be addressed to the Ministry of Civil Aviation with a copy delivered to the Ministry of Civil Aviation Representative set out below in Clause 1.7 or to such other person as the Ministry of Civil Aviation 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 of Civil Aviation's office, it may send such notice by facsimile or email 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. It shall be deemed to have been delivered on the actual date and time of the delivery; provided that in the case of facsimile or email, it

shall be deemed to have been delivered on the working days following the date of its delivery.

1.5 Taxes and duties

Consultant shall pay all statutory taxes as applicable.

1.6 Location

1.6.1 The Services shall be performed at offsite i.e. at respective 6 Major airports in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.6.2 The MoCA may require the Consultant Team Personnel to spend the required man hours at the 6 airports and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.7 Authorized Representatives

1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the MoCA or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.7.

1.7.2 The MoCA may, from time to time, designate one of its officials as the MoCA Representative. Unless otherwise notified, the MoCA Representative shall be: _____

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall be deemed to have become effective from the date of signing of agreement.

2.2 Commencement of Services

The Consultant shall commence the Services within 07 days from date of issuance of

LOA.

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 MoCA 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. MoCA shall take the following action:

- a) The agency shall be liable to be restrained from participating in any bid to invited by MoCA, apart from any other appropriate contractual / legal action.

2.4 Validity of Agreement

The agreement shall be valid for **one year** from the date of commencement of services.

2.5 Entire Agreement

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

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) Without prejudice to the generality of clause (a) above, it is specifically clarified that Force Majeure shall not include
- (i) any event which is caused by the negligence or intentional action of a Party or its 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 7 (seven) 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/Termination of Services

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, to be decided at the sole discretion of the Ministry of Civil Aviation not later than fifteen (15) 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 Ministry of Civil Aviation will be at liberty to terminate the Agreement and award the same to another party.

2.7.5 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

Notwithstanding any other clause in this Agreement, the Ministry of Civil Aviation 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

The Ministry of Civil Aviation 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, 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 of Civil Aviation 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 this agreement;
- (d) the Consultant submits to the Ministry of Civil Aviation a statement which has a material effect on the rights, obligations or interests of the Ministry of Civil Aviation 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 15 (fifteen) days;
- (g) a situation of conflict of interest as set out in Clause 13 of General Conditions of the Contract and Clause 3.2 of this Agreement;
- (h) The Ministry of Civil Aviation, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- (i) the performance of the Consultant during the review meeting is not satisfactory during currency of contract for the task assigned.

2.10 Payment upon Termination

Upon termination of this Contract pursuant to the relevant Clauses referred above, MoCA shall make the following payments to the Consultants:

- (a) Remuneration pursuant to the relevant Clause for Services satisfactorily performed prior to the effective date of termination; and

The effective date of termination shall be the date of issue of termination letter by MoCA.

- (b) Settlement of payments shall be made within a period of 6 months of termination of the consultant contract agreement.

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 of Civil Aviation, and shall at all times support and safeguard the Ministry of Civil Aviations legitimate interests.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified at **Annexure-I** 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 the Key Personnel 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 making this Agreement liable to termination at the behest of the Ministry of Civil Aviation. MoCA requires that service provider provides professional, objective, and impartial evaluation study and at all times hold the MoCA's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work. It is clarified that all or any of the personnel working on the project should not be working or engaged in same or similar type of work for the airport operators concerned for the Project or at any other airport in India coming under the control of the holding company of the airport operators concerned for the Project.

3.2.2 Prohibition of conflicting activities neither the Consultant nor the Key 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 TENDER as Conflict of Interest.

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

The remuneration of the Consultant pursuant to this agreement hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Key Personnel, similarly shall not receive any such additional remuneration.

3.2.4 The Consultant and its Key Personnel, employees, officers, agents, and advisors shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Ministry of Civil Aviation 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 of Civil Aviation shall forfeit and appropriate the Performance Security, as genuine pre-estimated compensation and damages payable to the Ministry of Civil Aviation towards, inter alia, time, cost and effort of the Ministry of Civil Aviation, without prejudice to the Ministry of Civil Aviation's any other rights or remedy hereunder or in law.

3.2.5 Without prejudice to the rights of the Ministry of Civil Aviation under Clause 3.2.4 above and the other rights and remedies which the Ministry of Civil Aviation may have under this Agreement, if the Consultant is found by the Ministry of Civil Aviation 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 participate on nomination basis for a period of 2 (two) years from the date the Consultant is found by the Ministry of Civil Aviation to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Ministry of Civil Aviation 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 of Civil Aviation, 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 of Civil Aviation 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 of Civil Aviation under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Ministry of Civil Aviation 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 and its Key Personnel shall not, either during the term or within **two years** after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Ministry of Civil Aviation to the Consultant, its Key Personnel; any information provided by or relating to the Ministry of Civil Aviation, its technology, technical processes, business affairs or finances or any information relating to the Ministry of Civil Aviation’s employees,

officers or other professionals or suppliers, customers, or contractors of the Ministry of Civil Aviation; 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 of Civil Aviation.

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

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

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

3.4 Liability of the Consultant

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

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Ministry of Civil Aviation 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 delay, error, variation, negligence or wilful misconduct on the part of the Consultant or Key Personnel 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 of Civil Aviation's property, shall be liable to the Ministry of Civil Aviation not exceeding an amount equal to 0.5% (zero point five percent) of the total value of the contract per week, subject to a maximum of 10% (ten percent) of the total value of the contract. Ministry of Civil Aviation will take into consideration the reasons for delay, error or variation, if any, while imposing liquidated damages on the selected applicant. However, in the event of delay caused due to reasons beyond the control of the Consultant, Ministry of Civil Aviation may, in its sole discretion, consider granting of appropriate extension of time, without imposition of liquidate damages.

3.6 Reporting obligations

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

3.7 Documents prepared by the Consultant to be property of the Ministry of Civil Aviation

3.7.1 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 of Civil Aviation, and all intellectual property rights in such Consultancy Documents shall vest with the Ministry of Civil Aviation.

3.7.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Ministry of Civil Aviation, 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 of Civil Aviation.

3.7.3 The Consultant shall hold the Ministry of Civil Aviation 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 of Civil Aviation.

3.8 Materials furnished by the Ministry of Civil Aviation

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

3.9 Accuracy of Documents

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

4. OBLIGATIONS OF THE MINISTRY OF CIVIL AVIATION

4.1 Assistance.

Unless otherwise specified in the agreement, the Ministry of Civil Aviation shall make best efforts to ensure to:

- a. Provide the Consultant, its Key Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Key Personnel to perform the Services; and
- b. Issue to the Stakeholders, 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.

4.2 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Ministry of Civil Aviation shall make to the Consultant such payments and in such manner as is provided in Clause 5 of this Agreement.

4.3 Change in Applicable Law

TDS on consultancy fees shall be deducted and GST shall be payable by the Ministry of Civil Aviation as per the applicable laws.

5. PAYMENT TO THE CONSULTANT

5.1 Agreement Value

An abstract of the cost of the Services payable to the Consultant is set forth in **Annexure-I** of the Agreement. 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./-** (**Rupees only**) plus applicable GST.

5.2 Currency of payment

All payments shall be made in Indian Rupees.

5.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid for its services as per the Payment Schedule at **Annexure-I** of Terms of Reference (TOR) of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Ministry of Civil Aviation the work pertaining to the preceding stage.
 - (ii) The Ministry of Civil Aviation shall pay to the Consultant, only the undisputed amount.
- (b) The Ministry of Civil Aviation shall cause the payment due to the Consultant to be made within 15 (fifteen) days after the receipt by the Ministry of Civil Aviation **of duly completed bills with necessary particulars** (the “**Due Date**”).
- (c) The final payment under this clause shall be made only after the final deliverable (“**Deliverables**”) have been submitted by the Consultant and

approved as satisfactory by the Ministry of Civil Aviation. The Services shall be deemed completed and finally accepted by the Ministry of Civil Aviation and the Deliverables shall be deemed approved by the Ministry of Civil Aviation **as satisfactory upon expiry of 90 (ninety) days** after receipt of the Deliverables by the Ministry of Civil Aviation unless the Ministry of Civil Aviation, **within such 90 (ninety) day period**, gives written notice to the Consultant specifying in detail, the deficiencies in the Services or the Deliverables. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections, the foregoing process shall be repeated. All the Deliverables shall be compiled, classified and submitted by the Consultant to the Ministry of Civil Aviation 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.

- (d) Any amount which the Ministry of Civil Aviation 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 of Civil Aviation within 30 (thirty) days after receipt by the Consultant of notice thereof.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Ministry of Civil Aviation by the Consultant.

6. LIQUIDATED DAMAGES AND PENALTIES

Without prejudice to the generality of Clause 3.4, the Parties agree to the following:

6.1 Performance Security

As a Contract Security, the consultant shall furnish a 'Contract Performance Guarantee' in favour of 'Ministry of Civil Aviation, within **10** days of award of work. The guarantee amount shall be 5% of the contract value, for faithful performance of the contract, strictly in accordance with terms and conditions of the contract. The Guarantee shall be issued by a Nationalized/ Scheduled Bank but not from any Co-operative or Gramin Bank and shall be in the form of an irrevocable and unconditional Bank Guarantee in the Performa already given in tender document. In case the agency fails to deposit performance guarantee within stipulated period, interest @ 10% per annum on the performance guarantee amount would be levied for delayed period of submission of BG and the amount @ 10% of the gross amount of each stage of payment will be withheld till the bank guarantee amount is recovered, against the performance guarantee. As and when the agency submits the bank guarantee the withheld amount would be released but the interest shall not be refundable to the agency. The performance guarantee should be valid for 90 days beyond the stipulated

date of completion of work and shall remain valid as per provisional extension granted by the officer-in-charge. If the consultant fails to extend the validity of the performance guarantee, the same can be en-cashed by MoCA.

6.2 Liquidated Damages for delay, Error or Variation

In case of delay, error or variation in completion of the work as specified in the delivery schedule, the consultant shall be liable to pay liquidated damages not exceeding an amount equal to 0.5% (zero point five percent) of the total value of the contract per week, subject to a maximum of 10% (ten percent) of the total value of the contract. Ministry of Civil Aviation will take into consideration the reasons for delay, error or variation, if any, while imposing liquidated damages on the selected applicant. However, in the event of delay, error or variation caused due to reasons beyond the control of the Consultant, Ministry of Civil Aviation may, in its sole discretion, consider granting of appropriate extension of time, without imposition of liquidate damages.

6.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, 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 Consultancy or on the reputation of the Ministry of Civil Aviation, the Consultant may be censured.

7. FAIRNESS AND GOOD FAITH

7.1 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.

7.2 Operation of the Agreement: The parties recognise 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.

8. 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.

9. SETTLEMENT OF DISPUTES

All disputes shall be sought to be amicably resolved, and that the courts at New Delhi will have jurisdiction over all matters relating to this agreement.

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

SIGNED AND DELIVERED

For and on behalf of Consultant

Name,

Designation,

In the presence of:

1.

2.

SIGNED AND DELIVERED

For and on behalf of Ministry of Civil Aviation

Name,

Designation,

In the presence of:

1.

2.

ANNEXURE-I

Terms of Reference

- I. To examine and measure the 8 Levels of Services in identified passenger movements, at both international and domestic terminals and map them with best industry practices and global benchmarks etc., are as below.
 - a) Maximum queuing time for entry into the terminal buildings and also weekly/monthly trends in crowding/ congestion at departure entry gates and forecourt areas.
 - b) Maximum queuing time for check-in and also weekly/monthly trends in crowding/ congestion in check-in process.
 - c) Maximum queuing time for security check and also weekly/ monthly trends in crowding/ congestion in security check process.
 - d) Maximum queuing time for emigration /immigration clearance and also weekly/ monthly trends in crowding/ congestion in emigration /immigration clearance.
 - e) Adequate space for passenger movement circulation.
 - f) Adequate seating availability at gate/ lounges for waiting passengers.
 - g) First and last baggage delivery time after arrival of the aircraft.
 - h) Availability of wheelchairs/ buggies/ trolleys.
 - i) Cleanliness of toilet and sufficient availability of toilet/ restrooms.
 - j) Maximum waiting time for taxis for arrival passengers.
- II. To document operational and procedural constraints/ bottlenecks for passenger and baggage processing within the terminal (both domestic and international)at all sub-processors:

Level of Service parameters (list is indicative):

 - k) Entry gate
 - l) Public departures / arrivals halls
 - m) Check-in area including self-service kiosks, bag drop desks/units and traditional check-in desks
 - n) Security control
 - o) Emigration / Immigration control
 - p) Gate hold-rooms / departure lounges
 - q) Baggage re-claims
 - r) Customs control

- s) Parking area
 - t) Any other parameter that may impact passenger movement/congestion such as location of Passenger information systems, location of various amenities.
- III. To analyze, present status of dwell time in terms of time taken and distance of various touch points from a reference point, and also identify inefficiencies and deficiencies in the processes.
- IV. To analyze and document the relevant global and local best practices in the domain about reduction of dwell time. Shortlist airports with low dwell time for passengers keeping in view the scope of this project.
- V. As-Is assessment of the following for each airport from the perspective of passenger movement: (1) Processes, (2) Infrastructure, (3) Trained Manpower, (4) stakeholders and (5) technology.
- VI. Performance of key stakeholders, processes involved against industry/global standards and benchmarks regarding the above parameters. Following are the indicative processes/touch points:

• **Departure**

- **Airport Entry:** To identify time taken to the access the airport terminal through the entry gates
 - Time taken for Digi Yatra passengers
 - Time taken for conventional passengers
- **Check-in:** To identify time taken for baggage screening and dropping
 - Time taken for tag-only passengers
 - Time taken for baggage drop at kiosk
 - Time taken for baggage drop at self-service kiosk
- **Emigration:** To identify time taken for emigration processes
- **Security Check:** To identify time taken for security check processes
 - Time taken for security processes of passengers
 - Time taken for security processes of cabin luggage
- **Boarding:** To identify time taken for boarding aircraft
 - Time taken for checking of boarding passes before exiting the terminal
 - Time taken for checking of boarding passes before entering the aircraft

• **Arrival:**

- **Immigration:** To identify time taken for immigration processes for arrival passengers

- **Baggage Claim:** To identify time taken for Baggage reclaims in ArrivalsZone

VII. Identification of critical gaps in the existing infrastructure and cataloguing of bottlenecks in airport operation responsible for higher dwell-time

- **Airport Entry:** Assessing the no. of entry gates to the terminal and manpower availability

- Adequate no. of drop off/pick up lanes at the entry gate and their management

- No. of Digi Yatra Gates

- No. of conventional gates

- No. of staff entry gates

- No. of VIP Gates

- No. of security officials deployed at the entry gates vis-à-vis the number of passengers

- **Check-in:** Assessing the no. of Check-In Desks

- No. of Airline-wise check-in desks

- No. of kiosks for self-baggage drop & self-check-in

- **Immigration:** Assessing the number of immigration kiosks and manpower availability.

- No. of desks available for immigration officers

- No. of immigration officers available vis-à-vis the number of passengers

- **Security Check:** Assessing the number of no. of security check gates

- No. of security check gates for Gents and for Ladies

- No. of gender-wise security personnel available for passenger security check

- No. of security personnel available for cabin luggage security check

- **Waiting Period:** Assessing the availability of Public Facilities within the terminal

- No. of gender-wise restrooms

- Availability of Retail Outlets, Restaurants, lounges etc.

- **Boarding:** Assessing the facilities available for aircraft boarding

- No. of aerobridges

- No. of conventional boarding gates

- No. of biometric self-boarding gates
- Reviewing the No. of supporting staff available vis-à-vis the number of passengers
- **Baggage claim:** Assessing the facilities in the arrival zone
 - No. of conveyor belts
 - No. of supporting staff
 - No. of help desks
- Reviewing the **availability of area for various zones** with respect to the number of passengers in peak hours
 - Queuing area available at terminal entry
 - Area availability at baggage drop/ check-in zone
 - Area availability at security check zone
 - Area availability at immigration zone
 - Area availability at boarding zone
 - Seating capacity at boarding zone
 - Area availability for baggage claim at arrival zone
- **Assessment of facilities available for movement of passengers & baggage**
 - Automated people mover
 - No. of elevators
 - No. of escalators
 - No. of moving sidewalks
 - No. of trolleys for movement of bulk baggage

VIII. Study the **technology leveraged at the touch points** given below and compare with the global best practices.

- Entry gate
- Public departures / arrivals halls
- Check-in area including self-service kiosks, bag drop desks/units and traditional check-in desks
- Security control
- Emigration / Immigration control

- Gate hold rooms / departure lounges
- Baggage reclaims
- Customs control
- Integration of Departure Control System with all sub-processor points to enhance the efficiency and save time
- Any other parameter that may impact passenger movement/congestion such as location of Passenger information system, location of various amenities

For example, in the case of baggage drop off, analysis of following interventions for reducing dwell time:

- Availability of number and type of X-Ray machines and HBS (Hold Baggage Screening) System vis-à-vis no. of passengers & quantity of check-in luggage
- Availability of number of X-Ray machines & metal detectors vis-à-vis no. of passengers & quantity of cabin baggage
- Availability of other equipment and technology for saving time in various processes

- IX. To explore the possibility of establishing service levels between stakeholders by identifying key performance parameters.
- X. Analysing the historical data and trends of air passenger movement to forecast the future demand. Develop scenarios based upon various demand drivers. Provide inputs on future requirements pertaining to infrastructure, technology, manpower, equipment etc.
- XI. To suggest a roadmap with short term, medium term and long-term suggestions for overall reduction of dwell time to a reasonable level (if warranted by findings)

ANNEXURE-II

Payment Milestones

1. The total duration of the project is Twelve (12) weeks including data analysis, defining strategy & roadmaps, setting targets and preparation of final strategy document.
2. The payment would be as per the satisfactory submission of deliverables by the consultant. If any two deliverables are dependent on each other or have dependent activities, then their delivery timelines should accommodate for that and be set accordingly.
3. The payment shall be made as per the below given milestones:

	Milestone	Timeline (T*Days)	Payment terms
1.	Start of Survey	T + 3	-
2.	Inception Report / Mid Review of Survey	T + 15	20%
2.	Completion of survey	T + 40	20%
3.	Submission of Draft document	T + 55	20%
4.	Submission of Final Document by incorporating/compliance of MoCA's comments/observations	T + 75	20%
5.	After acceptance of Final Document from MoCA	T + 90	20%

Note: T indicates the time of Letter of Award date for the consulting firm.