

Airports Economic Regulatory Authority of India
3rd Floor, Udaan Bhawan, Safdarjung Airport
New Delhi 110003

Request for Proposal No. 05/2024-25

Dated: 24.03.2025

Subject: Engagement of Consultant for the Review of Tariff Guidelines 2011 and Preparation of Revised Tariff Guidelines – reg.

CRITICAL DATES/TIMELINES AND OTHER RELEVANT DETAILS:

S. No.	Activity	Date and Time
1	Uploading of Bid on GeM Portal	24.03.2025
2.	Receipt of pre-bid Queries	Upto 03.04.2025
3.	Pre-bid meeting	09.04.2025 at 1500 hours IST
4.	Response to Pre-bid queries	15.04.2025
5.	Last date for submission of Bid	25.04.2025
6.	Technical Bid Opening	As per details given in GeM Portal
7.	Date of Presentation and Personal Interaction (Tentative)	On or any day after opening of technical bid (exact date & time to be indicated in due course)
8.	Opening of Financial Bid	On or any day after date of Presentation and Personal Interaction
9.	Estimated Bid Value	Rs. Five Crores only (including GST)
10.	Bid/Proposal Validity	120 days from the proposal due date
11.	EMD	Rs. 10,00,000/- (including GST)

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GLOSSARY

AERA	As defined in Clause 1.1.1
Bidder	<p>The interested parties who, in response to this RFP, apply for the bid. Bidder shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited Company / Society Registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good (s) / Service (s) to the Buyers registered on GeM.</p> <p>Consortium/JVs are not allowed to participate in this bid.</p>
Bid Security (Earnest Money Deposit)	“BID SECURITY” (also known as Earnest Money Deposit) shall mean Insurance Surety Bond, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks, safeguarding the purchaser's interest in all respects.
GeM GTC	General Terms and Conditions on GeM Portal (https://gem.gov.in)
Key Personnel	As defined in Clause 3.3
RFP	Request for Proposal
TOR/SOW	Terms of Reference/Scope of Work

SECTION 1: INTRODUCTION

1.1 Background

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

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

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

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

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

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

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

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

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

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

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

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

(a) To determine the tariff for aeronautical services taking into consideration –

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

(b) Determine the amount of the development fees;

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

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

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

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

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

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

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

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

1.1.8 Following regulation has also been issued:

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

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

1.2 Request for Proposals: AERA invites proposals for selection of a Consultant for assisting AERA for the following:

- (i) Main Work: - Revision of Tariff Guidelines 2011 for Airport Operators;
- (ii) Supplementary Work: - Separately revising the earlier specific Tariff guidelines meant for Independent Service Providers for Cargo, Ground Handling and Supply of fuel to Aircraft, by AERA in 2011.

The detailed Terms of Reference/Scope of Work and rendering the services are given in clauses 2.1, 2.2 and 2.3 of this RFP. Bidders are requested to submit the technical documents and financial quote separately on GeM Portal, as enumerated in clause 1.5 below. Consultant means the selected bidder for this assignment.

1.3 Estimated Bid Value:

Estimated Bid value is given in the table at first page of this RFP. Estimated Bid Value is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to experience and Turnover etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also, this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid.

1.4 Validity of the Proposal:

The Proposal shall be valid for a period as mentioned in table given at page 1 of this RFP. Validity of the proposal can be extended by mutual consent. In case of such extension, the Bidder shall not be allowed to modify the Proposal and will be required to extend the EMD so submitted for such extended period.

1.5 Evaluation Process:

The Evaluation process is divided into three stages i.e., Pre-Qualification, Technical Evaluation, and Financial Evaluation. At the first instance, bids will be scrutinized to assess the eligibility/ responsiveness as per the pre-qualification criteria. Bids found eligible/responsive, will be considered for technical evaluation (including presentation and personal interaction of Key Personnel) and bids scoring at least minimum technical qualifying marks will be considered for next stage of financial evaluation. Complete Evaluation Process has been explained in Section 4 of this RFP.

1.6 QCBS Approach:

Quality and Cost Based Selection (QCBS) approach will be used for evaluation in this RFP. Under this approach, technical evaluation has been assigned 80% weightage and financial quote has been assigned 20% weightage. Marks for technical evaluation will be allotted by the Technical Evaluation Committee based on the criteria defined in Para 4.2 of this RFP. Minimum technical qualifying marks (70 marks) is necessary for qualifying in the Technical Bid and being considered for next stage of Financial Evaluation. Subsequently, Overall scoring (Technical as well as Financial) will be done on the basis of marks secured by the bidders by the GeM Portal. Accordingly, the Bidder to submit the Two Packets Bid on GeM Portal containing technical proposal and financial quote for the subject RFP.

1.7 Two Packets Bid:

This is a Two Packets bid wherein bidders are to submit technical documents and financial quote, separately. In case it is found that the technical documents include financial quote of the bidder or the ratio, the proposal/bid shall be summarily rejected without any further correspondence.

1.8 Pre-Bid Queries:

The pre-bid queries are to be submitted by the prospective bidders as per timeline given in Table at page 1 of this RFP. The mode of submission of pre-bid queries will be either through email-ids at (a) inderpal.s@aera.gov.in; and/or (b) sonia.sahni@aera.gov.in, or on GeM Portal, preferably in the format given below:

Request for Proposal No. 05/2024-25				
Query No.	Clause No.	Description of the Clause	Text requiring clarification	Bidder's Query

1.9 Pre-Bid Meeting:

The pre-bid meeting will be held as per date and time mentioned in the table given at page no. 1 of this RFP in the virtual mode only and link for the same is given hereunder:

meet.google.com/yho-zmzu-brd

Queries raised during the pre-bid meeting or received within one day after pre-bid meeting will also be addressed. Clarifications/corrigendum/ addendums etc. (if any) will be posted on GeM Portal only, which will form an integral part of this bid and supersede the relevant clauses for future reference.

1.10 Contract period:

- (i) The Selected Consultant is required to complete the subject assignment within a period of six (06) months. This period of six (06) months will commence from the acceptance of the award as per clause 2.4 of this RFP.
- (ii) AERA reserves the right to extend the contract period for completion of assignment beyond the original period, at its own discretion, without any financial implication to AERA and without imposition of liquidated damages to consultant.

1.11 Assistance/Hand-holding to AERA post issuance of Revised Tariff Guidelines:

The Selected Consultant is required to provide assistance/hand-holding to AERA for a period of one year from issuance of revised Tariff Guidelines (as per clause 2.1.11 of this RFP)

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

1.13 GeM Special Terms and Conditions for Hiring of Consultants Milestone/Deliverable Based given under GeM Service Level Agreement for this bid will not be applicable.

The eligibility clauses regarding minimum average annual financial turnover, years of past experience required, and past experience of similar services, if mentioned in the GeM bid document, will not be applicable. Further, any clause regarding exemption/ purchase preference to MSEs, if any, mentioned in the GeM bid document will not be applicable.

Instead the eligibility criteria and any other terms mentioned in this RFP document will only be applicable.

Any other terms and conditions which are not covered in this RFP and subsequent corrigendum, will be as per the General Terms and Conditions of GeM, and as mentioned in GeM Bid Document.

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

2.1 Terms of Reference/Scope of Work:

Detailed description of the Terms of Reference/Scope of Work and other requirement to be undertaken by the Selected Consultant are given hereunder. However, the same is illustrative and not exhaustive. The Selected Consultant shall thus have to consider the required output and include all further incidental activities that may be necessary for efficient and successful implementation and for achieving the ultimate purpose of this assignment awarded pursuant to this RFP. The subject assignment is given hereunder:

- 2.1.1 (i) Main Work:-Revision of Tariff Guidelines 2011 for Airport Operators;
- (ii) Supplementary Work:- Separately revising the earlier specific Tariff Guidelines meant for Independent Service Providers for Cargo, Ground Handling, and Fuel issued by AERA in 2011.
- 2.1.2 Analysis and Assessment of factors necessitating revision in Tariff Guidelines 2011 of Airport Operators (read with subsequent orders/directions issued by AERA). An indicative list of factors is given in clause 2.2 of this RFP.
- 2.1.3 Study the impact and learnings of Tariff Orders issued by AERA based on Tariff Guidelines 2011 of Airport Operators (read with subsequent orders/ directions issued by AERA) and to identify areas of improvements for making the tariff determination process more robust.
- 2.1.4 For Independent Service Providers (Cargo, Ground Handling, and Fuel) – Study, analysis and assessment of factors requiring revision in the extant Tariff Guidelines separately issued for such ISPs in 2011 (read with subsequent Orders/Directions issued by AERA). An indicative list of factors is given in clause 2.3 of this RFP.
- 2.1.5 Preparation of separate draft Consultation Paper in respect of :- (i) Revised Tariff Guidelines of Airport Operators; and (ii) Revised Tariff Guidelines for Independent Service Providers for consultation and seeking inputs/comments from stakeholders/public.
- 2.1.6 Assisting AERA for conducting stakeholders/public consultation meeting and preparation of minutes thereof.
- 2.1.7 Compilation of stakeholders/public comments and analysis thereof.
- 2.1.8 Preparation and submission of separate draft of revised Tariff Guidelines in respect of :- (i) Revised Tariff Guidelines of Airport Operators; and (ii) Revised Tariff Guidelines for Independent Service Providers.
- 2.1.9 Iterative discussions and presentation, in physical form, before Authority/Ministry/other Government Entities for finalizing the revised tariff guidelines.
- 2.1.10 Any other provision, document, activity which may be considered relevant to the subject assignment in the opinion of consultant and/or AERA.
- 2.1.11 Assistance/hand-holding to AERA post issuance of Revised Guidelines: The Selected Consultant will be required to provide assistance/hand-holding to the Authority in respect of the following:
 - (a) In case any legal case/appeal is instituted related to revised Tariff Guidelines, the Selected Consultant will be required to furnish inputs/comments on such legal case/appeal (s). The Selected Consultant will not be required to represent AERA in any Tribunal/Court of Law. The scope of consultant under this clause will be limited to furnishing of inputs/comments on the case/appeal and these services will not include any legal services or legal advice. No work performed by the Selected Consultant to be construed as legal service/ legal advice.
 - (b) The above assistance/hand-holding is required to be given to AERA by the Selected Consultant till completion of one year from issuance of respective revised Tariff Guidelines.
 - (c) The Selected Consultant will be required to submit an undertaking on Rs. 100/- stamp paper for providing assistance on above parameters [as stated in (a) and (b) above].
 - (d) No additional payment will be made for such assistance/hand-holding.

Notes:

(1) The above Scope does not cover framing, monitoring and associated aspects of performance standards

relating to quality, continuity and reliability of service which have been undertaken separately.

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

2.2 Indicative Key Factors, to be considered in respect of revision in Tariff Guidelines of 2011 for Airport Operators, are given hereunder:

- (i) Changes in the Aviation Sector and consequent regulatory ecosystem till date since the last Tariff Guidelines of 2011.
- (ii) National Civil Aviation Policy, 2016, particularly the provisions impacting the aeronautical tariff like till mechanism etc.
- (iii) AERA Act and amendments in the AERA Act 2008.
- (iv) Regulatory philosophy adopted by other important countries for determining tariff for aeronautical services.
- (v) Judicial Pronouncements by the Hon'ble Courts and Tribunals on AERA Orders.
- (vi) Study of relevant ICAO/IATA/ACI Documents for principles/guidelines on various aspects of airport economics particularly the emerging scenario of clustering of airports/grouping of airports etc.
- (vii) Regulatory Philosophy, Approach, and Methodology adopted in other infrastructure sectors in the country like CERC, TAMP etc.
- (viii) Whether to continue with existing form of regulation i.e., cost plus regulation (also called Rate of Return or Cost of Service) or adopt any other suitable regulation like Price Cap Regulation (Incentive based regulation) etc.
- (ix) Revisit/Review the existing Target Revenue/Aggregate Revenue Requirement Formula by studying various other methodologies adopted by other regulatory authorities in the country.
- (x) Review of the existing True-up methodology for various regulatory building blocks and traffic, and suggesting suitable modifications thereof.
- (xi) Aeronautical tariff should be linked with the capitalization schedule of the assets across the control period. The capital expenditure should be considered for aeronautical tariff only after the proposed capitalization of the asset and not prior to that.
- (xii) If capitalization of an asset does not materialize as per the proposed capitalization schedule given in the Tariff Order issued for that Control Period, suitable adjustment in aeronautical tariff (including dis-incentivization) during the same Control Period or otherwise.
- (xiii) Bringing in cost efficiency, revenue efficiency, and economies of scale in the aeronautical charges. Incentivization (or Dis-incentivization) on aspects of cost efficiency, revenue efficiency, optimization in Operation & Maintenance Expenditure, Non-Aeronautical Revenue, CAPEX, Cost of Debt, etc. for optimization of Airport Charges.
- (xiv) Regulatory Approach and Methodology for two or more airports (with or without same ownership) in one city or in vicinity.
- (xv) To address future scenarios like cross subsidizing the Airport Charges for promoting smaller/non-profitable / remotely located airport by prescribing Uniform Airport Charges (all types including UDF) for all airports in a region, or zone or the entire country and having a mechanism of a central

corpus from where the adjustment of airport specific airport charges (all type including UDF) shall be made.

- (xvi) In light of the provisions in the AERA Act 2008 at Section 13 (1A)“*Notwithstanding anything contained in sub-section (1) and (2), the Authority shall not determine the tariff or tariff structure or the amount of development fee in respect of an airport or part thereof, if such tariff or tariff structure or the amount of development fee has been incorporated in the bidding document, which is the basis for award of operatorship of that airport.....*”, what would be the procedure which AERA has to adopt.
- (xvii) Differential Pricing for Aeronautical Charges based on various criteria like location, size, and scale of the airport operation in terms of traffic volume, Regulatory Asset Base etc.
- (xviii) Cost optimization of different regulatory building blocks such as:
 - a. Capex:- sizing & designing of the terminal building keeping in view global norms (IATA/ICAO), IMG norms vis-à-vis BCAS security norms, scheduling, essentiality, benchmarking of normative costs, etc.
 - b. Opex:- defining the efficiency in operating expenditure including benchmarking for various components of O&M costs considering essentiality of expenses, etc.
 - c. Return on Equity:- Review of existing cost of equity being applied and suggest suitable mechanism for determining cost of equity considering airport business risks, size, etc.
 - d. Cost of Debt:- benchmarking of normative cost of debt etc.
 - e. Non aeronautical revenue:- normative benchmarking for non-aeronautical revenue projections etc.
 - f. Associated factors like Asset Allocation (segregation of assets into aeronautical, non-aeronautical, and common) etc.

Above cost optimization is to be carried out in light of the international practices such as IATA/ICAO, IMG norms, practices followed by other regulators of the country, etc.

- (xix) Norms for soft costs (i.e., Preliminary Expenses, Pre-operative Expenses, PMC expenses, insurance during construction, etc.) working capital loan interest, expenditure on airport aesthetics, interest during construction period, treatment of refundable security deposits in the hands of Airport Operators, etc.
 - (xx) Review and rationalization of different types of Airport charges and prescribing appropriate normative apportionment thereof.
 - (xxi) Suitable financial measures to disincentivize delay in submission of proposals so as to ensure timely submission thereof by the Airport Operator.
 - (xxii) Procedure, templates, formats for submission of Multi Year Tariff Proposals by the Airport Operator.
 - (xxiii) Approach for tariff adjustment to consider impact of unforeseen events like covid pandemic or similar such events.
 - (xxiv) Linking of tariff determination process and parameters with the Performance Standards of Airports relating to Quality, Continuity and Reliability of Service, aspects of incentivization for airports having high performance standards and penalty for low performance standards and related aspects.
 - (xxv) Compliance and Monitoring system post issuance of Tariff Order.
 - (xxvi) Any other aspects considered relevant by the Authority and/or the Consultant for the subject assignment.
- 2.3 Indicative Key Factors, to be considered in respect of revision in Tariff Guidelines of 2011 for Independent Service Providers (Cargo, Ground Handling and Supply of Fuel to Aircraft), are given

hereunder:

- (i) Tariff Determination principles and approach for Independent Service Providers like Cargo, Ground Handling, and Supply of Fuel to Aircraft, and studying the existing light touch approach based on factors like materiality, competitiveness, related aspects, etc. for Independent Service Providers and suggesting suitable modifications thereof.
- (ii) Parameters/ factors to be considered while determining tariff under light touch approach.
- (iii) Cost optimization of different regulatory building blocks (in respect of cargo terminal complex, ground handling, supply of fuel to aircraft) such as:
 - (a) Capex:- sizing & designing of the cargo terminal keeping in view global norms (IATA/ICAO), essentiality, benchmarking of normative costs thereof, etc.
 - (b) Opex:- defining the efficiency in operating expenditure including benchmarking for various components of O&M costs considering essentiality of expenses, etc.
 - (c) Return on Equity:- Form and Manner for considering return on investment to ISPs, separately for light touch proposals and price cap proposals.
 - (d) Cost of Debt:- benchmarking of normative cost of debt etc.

Above cost optimization is to be carried out in light of the international practices such as IATA/ICAO, practices followed by other regulators of the country, etc.

- (iv) Norms for soft costs (i.e., Preliminary Expenses, Pre-operative Expenses, PMC expenses, insurance during construction, etc.) working capital loan interest, interest during construction period, treatment of refundable security deposits in the hands of Independent Service Providers, etc.
- (v) Review and rationalization of tariff rate card for the services provided by Independent Service Providers like Cargo, Ground Handling, Supply of Fuel to the Aircraft, etc.
- (vi) Suitable financial measures to disincentivize delay in submission of proposals so as to ensure timely submission thereof by the Independent Service Providers.
- (vii) Procedure, templates, formats for submission of Multi Year Tariff Proposals by the Independent Service Provider.
- (viii) Approach for tariff adjustment to consider impact of unforeseen events like covid pandemic or similar such events.
- (ix) Compliance and Monitoring system post issuance of Tariff Order.
- (x) Any other aspects considered relevant by the Authority and/or the Consultant for the subject assignment.

2.4 Acceptance: The Selected Consultant is required to acknowledge and accept the Contract Order issued by the GeM Portal within 07 (seven) days from the date of issuance and return a copy of contract order, duly signed, as acknowledgement and acceptance of the Terms & Conditions of the award.

2.5 Deliverable for Payments for Activities: Payment for respective activities will be made as per table given in Para 5.1 of this RFP and taking into consideration the stipulations given hereunder.

- (a) Deliverable for Activity 1: For processing of payment/invoice of Activity 1, the Consultant will submit ten (10) hard copies each of the issued Consultation Paper (s) in respect of Airport Operators and Independent Service Providers (Cargo, Ground Handling and Supply of Fuel to Aircraft). Further, submission of Performance Security is mandatory before processing of payment/invoice pertaining to Activity 1, in accordance with the relevant clauses.
- (b) Deliverable for Activity 2: The requisites for processing of payment/invoice pertaining to Activity 2 are as under:

- (i) Assisting AERA in conduct of Stakeholders/Public Consultation Meeting;
 - (ii) Preparation of draft minutes of Stakeholders/Public Consultation Meeting and issuance thereof by AERA.
- (c) Deliverable for Activity 3: For processing of payment/invoice, the Consultant will submit ten (10) hard bound copies each of issued Revised Tariff Guidelines in respect of Airport Operators and Independent Service Providers (Cargo, Ground Handling and Supply of Fuel to Aircraft).

2.6 Bid Security/Earnest Money Deposit (EMD):

- (i) Bid Security/EMD to be submitted as per Table 1 given on the page 1 and as per details given in glossary. Scanned copy of the same shall be uploaded by bidder along with the bid on GeM Portal and original hard copy of the same will have to be submitted directly to the AERA within 5 working days of last date of submission of bid, failing which the bid may be treated as incomplete and may lead to rejection of the bid by AERA without making any reference to the bidder.
- (ii) Bid Security/EMD Exemption: The bidder seeking Bid Security/EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service Providers for Services are eligible for exemption from Bid Security/EMD. Traders are excluded from the purview of this Policy.
- (iii) Bids not accompanied by Bid Security/EMD or valid supporting document for seeking exemption from Bid Security/EMD will be treated as non-responsive and will be summarily rejected.
- (iv) Bid Security/EMD shall be returnable as per the relevant clause of RFP.
- (v) AERA shall not be liable to pay any interest on the Bid Security/EMD and the same shall be interest free.

2.7 Forfeiture of Bid Security/EMD:

Bid Security/EMD submitted by the bidder shall be forfeited, if the bidder:

- (i) withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- (ii) if it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- (iii) fails to furnish requisite performance security within stipulated time required as per RFP conditions; or
- (iv) has submitted more than one bid.

2.8 Release of Bid Security/EMD: Without prejudice to Clause 2.7 above, the Bid Security/EMD shall be released in the following manner:

- (i) The Bid Security/EMD of all the unsuccessful Bidders/Bidders shall be returned as promptly as possible, but, not later than 1 (one) month after expiration of Bid Validity i.e. 120 days.
- (ii) The Bid Security/EMD of the Successful Bidder, to whom the contract is awarded, will be returned within one month after receipt of Performance Security.

2.9 Number of Proposals:

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

2.10 All expenses pertaining to conduct of stakeholders/public consultation meeting, including publicity, venue, arrangements, etc. will be borne by AERA. In case consultant incurs any expenses for attending stakeholders/public consultation meeting, the same will be reimbursed as per clause 3.8.2(iii) of this RFP.

SECTION 3: ELIGIBILITY CRITERIA AND RELATED ASPECTS

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

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

<u>S. No.</u>	<u>Experience of Bidder</u>	<u>Supporting Documents Required:</u>
(i)	<p>Bidder must have completed at least 05 (five) assignments of consultancy services related to infrastructure sector over the last seven years</p> <p>[i.e., the current financial year (till last date of submission of bid) and the last seven financial years (ending month of March prior to bid opening)].</p>	Declaration as per Form 5 along with relevant documentary evidence mentioned therein.
(ii)	<p>Out of above 05 consultancy assignments, bidder must have completed at least 03 consultancy assignments related to infrastructure sector in any one or more of following:-</p> <p>(a) Assisted in Drafting/ Formulation/ Preparation/ Assessment/ Scrutiny/ Examination/ Review, etc. of Policy Guidelines related to :- (i) regulation/ determination of tariff (or fee/ toll/ pricing, etc.); and/or (ii) capacity creation (or expansion/ augmentation/ upgradation/ modernization, etc.); AND/OR</p> <p>(b) Assisted in evaluation/ assessment/ examination/ review/ scrutiny, etc. of tariff (or fee/ toll/ pricing etc.) proposals/ matters; AND/OR</p> <p>(c) Assisted in Preparation/ formulation, etc. of tariff (or fee/ toll/ pricing etc.) proposals/ matters.</p>	-same as above-
(iii)	<p>If any of above assignments [mentioned in (ii) above] are related to the aviation sector, additional marks will be allotted as per the scheme of technical evaluation.</p>	-same as above-

Notes:

(i) Infrastructure Sector includes Transport and Logistics (Roads and Bridges, Urban Public Transport, Railways, Airport, Ports, Shipyards, Inland Waterways, Logistics Infrastructure, Bulk Material Transportation Pipelines, etc.), Energy (Electricity Generation/ Transmission/ Distribution, Oil/ Gas/ LNG Storage facility, Energy Storage System, etc.), Water and Sanitation (Solid Waste Management, Water Treatment plants, Sewage Collection Treatment and Disposal System, Irrigation, Dams, Channels, embankments, Storm Water Drainage System, etc.), Communication [Telecommunication(Fixed Networks),

Telecommunication Towers, Telecommunications & Telecom Services, Data Centres, etc.], Social and Commercial Infrastructure (Education Institutions, Hospitals, Sports Infrastructures, Tourism Infrastructure including Hotels, ropeways, cable cars, common infrastructure for industrial parks and other parks with industrial activities such food parks, textile parks, SEZs, tourism facilities and agriculture markets, post harvest storage infrastructure for Agriculture and Horticulture Produce including cold storage, Cold Chain, Terminal Markets, Soil Testing laboratories, Housing, Exhibition cum Convention Centre, etc.), etc.

(ii) For the purposes of this bid, consultancy contracts may also include research and advisory services.

(iii) No Exemption from criteria for Experience/Past Experience will be allowed to any bidder or category of bidders.

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

S. No.	Average Annual Financial Turnover of Bidder	Supporting Documents Required
(i)	Bidder must have Minimum Average Annual Financial Turnover of at least Rupees Twenty Crores during the last three financial years (i.e., till 31.03.2024).	A certificate from the Chartered Accountant indicating the average annual financial turnover, average annual financial turnover from consultancy contracts during the relevant periods as per prescribed format (Form 4), along with audited profit and loss accounts for the relevant periods.
(ii)	Out of Minimum Average Annual Financial Turnover of at least Rupees Twenty Crores during the last three financial years (i.e., till 31.03.2024), mentioned at (i) above, Bidder must have average annual financial turnover of at least Rupees Ten crores during the last three financial years from consultancy contracts.	

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

(ii) Financial Year: A financial year is a period of twelve months used by bidder to prepare annual accounts etc. Depending upon the accounting practice of bidder, this period of financial year may begin from any month of the year and end after twelve months with the month preceding the beginning month.

(iii) Turnover from consultancy contracts may include turnover from research and advisory services.

3.3 Key Personnel:

- (i) The Bidder shall offer the services of only those Key Personnel who fulfill the eligibility requirements specified below.
- (ii) Bidder will offer the services of Key Personnel as listed in table given in (v) below for the subject assignment. In case of requirement, the selected consultant at his discretion may utilize more manpower for completion of the subject assignment within stipulated timeframe, without additional financial implication to AERA.
- (iii) The Proposed Team Leader must be employee (on payrolls)/ partner of the bidder on the date of submission of bid and shall remain employed with the Bidder till completion of the assignment.
- (iv) The Proposed Financial Expert, Regulatory Expert, Aviation Expert may either be employee (on payrolls)/ partner of the Bidder or may be engaged on contractual basis with the Bidder or any other

arrangement, provided his/her engagement shall be till the completion of subject assignment.

- (v) **Eligibility criteria for Key Personnel:** Each of the Key Personnel must fulfill the eligibility criteria specified herein below:

S. No.	Key Personnel	Prescribed Qualifications (Minimum)	Minimum Experience (in Years) - Post Essential Qualifications as given in column (C)	Eligible Assignments
(A)	(B)	(C)	(D)	(E)
1.	Team Leader (One No.)	<p><u>Essential:</u> Engineering Graduate in any Branch/ MBA/ PGDM/ CA/ CMA/ CWA</p> <p><u>Preference:</u></p> <p>(i) Engineering Graduate in any Branch having additional qualification of MBA/PGDM; OR</p> <p>(ii) Engineering Graduate in any Branch having additional qualification of CA/CMA/CWA.</p> <p>Additional Marks will be given for the preference qualification.</p>	Cumulative 12 years post essential qualification experience in any one or more of the assignments given in column (E)	<p><u>Essential:</u> Following assignments related to infrastructure sector:</p> <p>(i) Should have been involved/ assisted/ performed activities in/of drafting/ formulation/ preparation/ assessment/ scrutiny/ examination/ review, etc. of Policy Guidelines related to:- (a) regulation/ determination of tariff (or fees/ toll/ pricing, etc.), and/or (b) capacity creation (or expansion/ augmentation / upgradation/ modernization, etc.); and/or</p> <p>(ii) Should have been involved/ assisted/ performed activities in/of evaluation/ preparation/ formulation/ assessment/ scrutiny/ examination/ review, etc. of proposals/ matters related to:- (a) tariff (or fees/ toll /pricing, etc.), and/or (b) capacity creation (or expansion/ augmentation/ upgradation/ modernization, etc.).</p>

				<p><u>Preference:</u> Above experience outside India will be given additional marks.</p>
2.	Financial Expert (One No.)	<p><u>Essential:</u> (i) MBA/ PGDM with specialization in Finance or having Major subjects in Finance; OR (ii) CA/CMA/CWA; OR (iii) Masters' Degree in Statistics / Mathematical Statistics /Mathematics and Statistics/ Economics/ Statistics with Economics/ Economics and statistics, etc.</p>	<p>Cumulative 10 years post essential qualification experience in any one or more of the assignments given in column (E)</p>	<p><u>Essential:</u> Following assignments related to infrastructure sector: (i) Should have been involved/ assisted/ performed activities in/of evaluation/ preparation/ formulation/ assessment/ scrutiny/ examination/ review, etc. of proposals/ matters related to:- (a) tariff (or fees/ toll /pricing, etc.), and/or (b) capacity creation (or expansion/ augmentation/ upgradation/ modernization, etc.); and/or (ii) Should have been involved/ assisted/ performed activities in financial analysis/ financial modelling/ economic modelling/ data analysis/ data modelling/ economic modelling/ statistics, etc.</p> <p><u>Preference:</u> Above experience outside India will be given additional marks.</p>
3.	Aviation Expert (One No.)	<p><u>Essential:</u> (i) Engineering Graduate in any branch; OR (ii) Diploma in any branch of engineering and having passed</p>	<p>Cumulative 10 years post essential qualification experience in any one or more of the assignments given in column (E)</p>	<p><u>Essential:</u> Following assignments related to airport sector: Should have been involved/ assisted/ performed activities in the Operations and/or capex projects related to capacity creation (or expansion/</p>

		sections A and B of the Institutions of Examinations by the Institution of Engineers (India) in any Branch		augmentation/ upgradation/ modernization, etc.)
4	Regulatory Expert (One No.)	MBA/ PGDM / LLB	Cumulative 05 years post essential qualification experience in any one or more of the assignments given in column (E)	<p><u>Essential:</u> Should have been involved/ assisted/ performed activities in/ of preparing/ formulating/ drafting/ review/ scrutiny/ examination/ compliance/ audit of Regulatory Guidelines/ Regulations/ Statutory provisions or Rules, etc.</p> <p><u>Preference:</u> Additional marks for having above experience related to infrastructure sector.</p>

(vi) **Deployment of Key Personnel:** Key Personnel (s) should be available at AERA office, on need basis, without fail, for necessary iterative discussions at AERA, from the commencement till the completion of the subject assignment. After completion of the subject assignment, there is no requirement of deployment of any personnel at AERA office.

(vii) Above qualifications can be of any type viz., single/ joint/ dual/ combined, etc. and obtained through any mode viz., full-time/ part-time/ correspondence, etc. and from any recognized university/ institute (India or anywhere in the world).

3.4 **Language of the Proposal**

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

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

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

3.6 Cost of preparation and submission of Proposals

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

3.7 Conflict of Interest:

- (i) Participating Bidder should not have a conflict of interest that substantially affects fair competition. A Participating Bidder in this bidding process shall be considered to have a conflict of interest if the Participating Bidder:
- (a) directly or indirectly controls, or is controlled by or is under common control with another Participating bidder; or
 - (b) receives or has received any direct or indirect subsidy/ financial stake from another participating bidder; or
 - (c) has the same correspondence address or same legal representative/ agent as another participating bidder for purposes of this bid; or
 - (d) has a relationship with another participating bidder, directly or through common third parties, which puts it in a position to have access to information about or influence the bid of another participating bidder; or
 - (e) has provided goods, works, and non-consultancy services to the Airport Operator (s) and/or Independent Service Provider (s) relating to determination of tariff of the aeronautical services at the Major Airport (s) during the period of one year prior to bid opening date of this RFP.
 - (f) has a close business or family relationship with staff of AERA who are directly or indirectly involved in this bidding process or implementation/supervision of its resulting contract.
- (ii) It would be considered as conflict of interest if the successful bidder provides goods, works, and non-consultancy services to the Airport Operator (s) and/or Independent Service Provider (s) relating to determination of tariff of the aeronautical services at the Major Airport (s) till one year post completion of subject assignment.
- (iii) Participating Bidder shall be required to declare the absence of such conflict of interest as per para (i) above and also for avoiding the conflict of interest in future as mentioned in para (ii) above. Such declaration to be provided in Form 1. Absence of such declaration will make the bid non responsive.

3.8. Instructions regarding Technical and Financial Proposals:

3.8.1 **Technical Proposal: Requisite Forms and Documents to be submitted by Bidders:** Bidders are advised to ensure compliance of the parameters given in Para 4.1 of this RFP and submit all the requisite forms and documents in the technical proposal.

3.8.2 **Financial Proposal:** The Bidders shall submit the Financial Proposal (Cover – II) in the format prescribed in the GeM Portal clearly indicating the cost (inclusive of GST) in figures (in Indian Rupees). While submitting the Financial Bid, the Bidder shall ensure the following:

- (i) Bidders are required to fill the financial quote at the requisite place on the GeM Portal.
- (ii) The financial quote shall be inclusive of all costs (including GST) associated with the subject assignment and activities to be performed as per Terms of Reference/ Scope of Work, and shall cover but not be limited to remuneration for all the Personnel, accommodation, air fare, all expenses (including travel) pertaining to attending stakeholders/public meeting in Delhi, equipment, printing of documents, surveys, third party documents, etc. No additional costs on any of the aforementioned expenditure heads over and above the financial quote shall be reimbursed by AERA. The Financial

Bid shall be unconditional and unqualified.

- (iii) No expense regarding boarding, lodging, travel etc. will be paid to the consultant for attending stakeholders/public consultation meeting conducted in Delhi. In case stakeholders/public consultation meeting is being conducted outside Delhi, only the following reimbursement will be allowed to the consultant in respect of upto (maximum) two representatives:
- (a) Airfare in Economy Class or by Rail in AC Two Tier from Delhi to the station (& back) where stakeholders/public consultation will be held.
 - (b) Hotel accommodation of upto Rs. 2250/- per day; taxi charges of upto Rs. 338/- per day for travel within in the city and food bills not exceeding Rs. 900/- per day.
- (iv) The financial bids of only those bidders shall be opened which are technically qualified. The financial bids of the technically disqualified bidders shall not be opened.

3.9 PROPOSAL DUE DATE: To be submitted on or before as indicated in the table given at page 1 of this RFP. AERA may, at its sole discretion, extend the Proposal due date by intimating/publishing the same on GeM Portal.

3.10 CLARIFICATION AND SHORTFALL DOCUMENTS:

- (i) During the evaluation of bids, AERA may, at its discretion, but without any obligation to do so, ask bidder (s) to clarify its proposal/bid by a specified date. Bidder (s) should answer the clarification within that specified date. The clarification request and response shall be submitted on GeM Portal and/or through email. No change in the substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such a bidder. Any clarification submitted by a Bidder regarding its bids that is not in response to a request by AERA shall not be considered.
- (ii) AERA reserves its right to, but without any obligation to do so, seek any shortfall information/documents. Provided such information/ documents are historical, which pre-existed at the time of the bid opening and which have not undergone change since then and do not grant any undue advantage to any bidder.

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

SECTION 4: EVALUATION PROCESS AND SUBSEQUENT AWARD RELATED ASPECTS

4.1 Stage 1: PRE-QUALIFICATION CRITERIA:

4.1.1 The bids of the bidders will be assessed to ascertain the eligibility/responsiveness for technical evaluation on the following parameters:

- (i) Bidders have submitted all the requisite forms as per Appendix I (**Form 1 to Form 7**) in the prescribed format along with other prescribed documents with the technical bid. All forms are digitally/ink signed by the Authorized signatory.
- (ii) The Bid Security/EMD is provided as per clause 2.6 of this RFP.
- (iii) To assess the experience and turnover of the bidder (s) as per criteria laid down in the relevant clauses of this RFP and on the basis of documents submitted in the technical proposal.
- (iv) Power of Attorney as specified in Appendix – I (Form-3), is executed as per Applicable Laws and submitted. Alternatively, a Board Resolution in favour of Authorized Signatory will also be accepted in lieu of Appendix – I (Form-3). The Power of Attorney/Board Resolution may be for this RFP or may have been executed earlier for any other consultancy assignment (s) and is valid on the last date of bid submission.
- (iv) Proposed Key Personnel fulfil the Conditions of Eligibility as laid down in Clause 3.3 of this RFP;
- (v) Digitally/ink signed CVs of all Key Personnel (Team Leader, Financial Expert, Aviation Expert and Regulatory Expert) have been submitted, as per the format and digitally/ink signed by the authorized signatory of the bidder along with the undertaking contained therein. Unsigned CVs shall be rejected.
- (vi) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.

4.1.2 Bidders which do not fulfil the pre-qualification criteria, as above, will be intimated through email by AERA, with three days' representation time. Such agencies can submit the representation on the same email id within three days from receipt of email from AERA. Representation (s), if any, so received, will be considered on merit in line with the provisions of this RFP.

4.1.3 Subsequent to 4.1.2 above, Bidders found eligible/responsive, bids will be further processed as per clause 4.2 of this RFP. Bids not found eligible/responsive will not be processed further and the details will be uploaded on the GeM Portal after the technical evaluation process is completed.

4.2. STAGE 2: TECHNICAL EVALUATION:

4.2.1 Bidders found eligible/responsive in the pre-qualification stage, will be considered for technical evaluation (including presentation and personal interaction of key personnel) by the Technical Evaluation Committee. Evaluation will be carried out in accordance with the methodology given in subsequent clauses.

4.2.2 PRESENTATION AND PERSONAL INTERACTION OF KEY PERSONNEL:

- (i) Only the bidders found eligible/responsive, will be called for making presentation and personal interaction of Key Personnel on the date and time intimated by AERA.
- (ii) The presentation shall be held at:
**3RD FLOOR, UDAAN BHAWAN,
SAFDARJUNG AIRPORT,
NEW DELHI-110003**
- (iii) The date and time for presentation and personal interaction with the Key Personnels will be intimated by AERA through a notice (containing the list of pre-qualified bidders), published on the AERA's website (www.aera.gov.in) and by sending an email to only the pre-qualified bidders. The date and time of the presentation and personal interaction will be at the sole discretion of AERA and may be scheduled any day on or after the opening of the technical bid. It shall be the responsibility of the participating Bidders to check AERA's website regularly for any update on presentation and personal interaction. Publication of such notice on AERA's website will be deemed as if AERA has communicated/ intimated the same individually to all the bidders, and AERA will not be liable for any technical issue, or lapse on the part of bidder(s) whatsoever in this regard.

4.2.3 The Technical Proposals/Documents submitted by the Bidders shall be evaluated on the basis of Bidder's understanding of Scope of Work/Terms of Reference, proposed methodology and work plan, and the qualification and experience of Key Personnel, and also personal interaction with each of the Key Personnel, as per details below:

TECHNICAL EVALUATION: TOTAL MARKS – 100 [A (25) + B (55) + C (10) + D (10)]

A	Presentation	Max Marks
	<ul style="list-style-type: none">The presentation shall be made by the Team Leader wherein presence of all other key personnels is also mandatory. In case of non-availability of any of the Key Personnel, Bidder will not be allowed to make presentation.Presentation will, inter-alia, include the following along with the aspects covered in Form 7:<ul style="list-style-type: none">Understanding of key factors, terms of reference and deliverables, clarity of plan of action and methodology.The presentation should normally not exceed a time limit of around 30 (Thirty) minutes.The Participating bidders is NOT required to submit copy of the presentation along with the technical proposal submitted with the bid.	25
	<i>*refer clause 4.2.2 of this RFP for further details.</i>	

B <u>Experience, Preference Qualification and Personal Interaction of the Key Personnel</u>					
	Key Personnel	Eligible Professional Experience [Eligible experience as given in clause 3.3 (v) of this RFP]	Preference qualifications [RFP Clause 3.3 (v)]	Personal Interaction	Total Max Marks
1	Team Leader	<u>Total Marks:06</u> (a) More than 12 years and upto15 years: 02 mark; (b) More than 15 years: 03 marks (a) Experience outside India: 03 Marks	Max Marks: 03	Max Marks :10	19
			Personal Interaction		
2	Financial Expert	<u>Total Marks: 06</u> (a) More than 10 yrs and upto 15 yrs : 2 Marks (b) More than 15 yrs: 3 Marks (a) Experience outside India: 03 Marks	Total Marks: 08		14
3	Aviation Expert	<u>Total Marks: 03</u> (a) More than 10 yrs and upto 15 yrs : 2 Marks (b) More than 15 yrs: 3 Marks	Total Marks: 07		10
4	Regulatory Expert	<u>Total Marks: 05</u> (a) More than 5 yrs and upto 10 yrs : 2 Marks (b) More than 10 yrs: 3 Marks (a) Experience in Infrastructure Sector: 2 Marks	Total Marks: 07		12

C	Eligible Assignments of the Bidder	Total Marks: 10
(1)	<u>On the basis of assignments completed in line with clause 3.1 of this RFP</u> <u>Part 1:</u> Bidder's No. of assignments related to infrastructure sector (Max: 08 Marks): (a) More than 3 and upto 7 assignments: 4 Marks (b) More than 7 assignments and upto 12 assignments: 6 Marks (c) More than 12 assignments: 8 Marks <u>Part 2:</u> One or more Assignment (s) performed in Aviation Sector: 02 Marks	

D	Average Annual Financial Turnover of the Bidder	Total Marks: 10
(i) Bidder must have Minimum Average Annual Financial Turnover of at least Rupees Twenty Crores only during the last three financial years (ending month of March prior to bid opening). For average annual financial turnover over and above this threshold, marks will be allotted as indicated in this table.	(a) More than Rs. 20 crores and upto Rs. 50 crores: 6 marks	
	(b) More than Rs. 50 crores and upto Rs. 100 crores: 8 marks	
	(c) More than Rs. 100 crores: 10 marks	

4.2.4 The Technical Proposals will be given an absolute Technical Marks based on the evaluation criteria prescribed in 4.2.3 above. The marks so obtained by the bidders will be uploaded on the GeM Portal. A minimum of 70 marks (minimum prescribed marks) is necessary for qualifying in the Technical Bid. Subsequent relative technical scoring will be calculated by the GeM Portal. Bids which have not obtained minimum prescribed marks in this technical evaluation will not be considered for evaluation in subsequent stage.

4.3 Stage 3: FINANCIAL EVALUATION

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

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

4.4 OVERALL EVALUATION AND OFFER OF CONTRACT

4.4.1 The weightage given to the technical and financial proposals are: Technical = 80 % and Financial = 20%.

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

4.4.3 There may be a scenario where more than one participating bidders have obtained equal highest final scores as per 4.4.2. In this scenario, the bidder, who has quoted lowest financial bid (out of those bidders who have obtained equal highest final scores) will be selected for award of contract.

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

4.5 AWARD OF CONSULTANCY AND SUBMISSION OF PERFORMANCE SECURITY

4.5.1 After selection, a Contract Order will be issued by GeM Portal and acceptance of the same is to given

by the selected consultant as per clause 2.4 of this RFP.

4.5.2 The Selected Consultant is required to submit Performance Security equivalent to three (03) percent of the value of the award for Consultancy, in any of the forms prescribed in GeM General Terms and Conditions, within 30 days from the issuance of Contract Order issued by GeM Portal. The Performance security should be valid for a period of eight months.

4.5.3 In the event, the duplicate copy of the Contract Order issued by GeM Portal duly signed by the Selected Consultant and requisite Performance Security are not received by the stipulated date, AERA may, unless it consents to extension of time for submission thereof due to unavoidable circumstances, forfeit the Bid Security/EMD of the Selected Consultant.

4.5.4 AERA shall invoke the Performance Security, to be appropriated against breach of terms and conditions of the contract in completing the task or towards any amounts as may be payable by the Consultant to AERA.

4.5.5 For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts over and above the Performance Security, AERA, without prejudice to its rights and remedies as may be available under applicable laws, may make deductions from any subsequent payments due and payable to the Consultant, hereunder, either in this agreement or any other live agreement with AERA as if it is appropriating the Performance Security in accordance with the provisions of this RFP.

4.5.6 The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security without notice to the Consultant in the event of breach terms of RFP/Agreement.

4.5.7 The Performance Security shall be released to the consultant after completion of the assignment and after submission of undertaking on non-judicial stamp paper of Rs.100/- (cost to be borne by the consultant) for providing assistance as per clause 2.1.10 of this RFP. AERA shall not be liable to pay any interest on the Performance Security and the same shall be interest free.

4.6 EXECUTION OF AGREEMENT

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

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

4.7 SUBSTITUTION OF KEY PERSONNEL (DURING CURRENCY OF THE CONTRACT):

4.7.1 Unless the AERA may otherwise agree in writing, no changes shall be made in the Key Personnel(s).

4.7.2 Notwithstanding the above, the substitution of Key Personnel(s) during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials.

4.7.3 If the Consultant hereafter proposes to engage any person as professional Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form 06) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of

receipt thereof, it shall be deemed to have been approved by the Authority. In no event shall this affect the total time period allowed for any activity/assignment.

4.7.4 Substitution of any key personnel at the request of the Consultant for the assignment shall be subject to a reduction of two (02) per cent of payable contract value (inclusive of GST) of the assignment for each substitution therefor, except for substitution due to death or medical incapacity.

SECTION 5: TIMELINES AND PAYMENT SCHEDULE

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

S. No. (A)	Activities (B)	Time allowed (C)	Deliverable (D)	% of the contract value payable (E)
(i)	Activity 1: Issuance of Consultation Paper in respect of Airport Operator and Independent Service Provider (Cargo, Ground Handling and Supply of Fuel to Aircraft) pursuant to clause 2.1.5 of RFP	2 Months	As per para 2.5 (a)	40%
(ii)	Activity 2: Stakeholders/ public consultation meeting and issuance of minutes thereof pursuant to clause 2.1.6 of RFP.	1 Month & 15 days	As per para 2.5 (b)	10%
(iii)	Activity 3: Issuance of Order in respect of revised Tariff Guidelines in respect of Airport Operators and Independent Service Providers (Cargo, Ground Handling and Supply of Fuel to Aircraft) pursuant to clause 2.1.8 of RFP	2 Month & 15 days	As per para 2.5 (c)	50%
(iv)	Total for sl. (i), (ii), and (iii) above	06 months		100%
(v)	Activity 4: Assistance/ Hand-holding to AERA post issuance of Order in respect of revised Tariff Guidelines in respect of Airport Operators and Independent Service Providers (Cargo, Ground Handling and Supply of Fuel to Aircraft)	1 Year	No additional payment for this activity.	

Note:

- 1) Selected Consultant is required to submit separate invoice for each activity.
- 2) Payment for each activity will be made after completion of the deliverable mentioned against each activity.
- 3) AERA will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions or for reasons not attributable to the consultant, @0.5% of the contract value of delayed quantity per week or part thereof of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/ dispute of any sort whatsoever.

Explanation to Point 3) above: The timeline of each activity mentioned in the table above are for guidance purposes only. Liquidated damage/deduction will not be applicable for breach of allowed time for any individual activity [given in column (C) of above table], if the three activities (i.e., Activity 1, 2, and 3) are completed within the total time period [as given in Sr. No. (iv) of above table].

Delayed quantity means the activity which remains incomplete beyond the total time period [as given in Sr. No. (iv) of above table]. Contract value of the delayed quantity means the payable contract value of the respective activity as per column (E)of the table above. Accordingly, period of delay, if any, for any activity will be the time taken to complete the same after the total time allowed for completing the three activities taken together [as given in Sr. No. (iv) of above table].

- 4) Notwithstanding the above, AERA reserves the right to extend the contract period for completion of assignment beyond the original period, at its own discretion, without any financial implication to AERA and without imposition of liquidated damages to consultant.

SECTION 6: FRAUD AND CORRUPT PRACTICES

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

SECTION 7: APPENDICES

7.1: Appendix – I

Form – 1

TECHNICAL BID (Including Unconditional Acceptance)

To,

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

Sub: Request for Proposal for Engagement of Consultant for the Review of Tariff Guidelines 2011 and preparation of revised Tariff Guidelines - reg.

Dear Sir,

With reference to your RFP Document No. 05/2024-25 dated.....,I/we, having examined all relevant documents and understood their contents, hereby submit our proposal for selection as Consultant for the review of Tariff Guidelines 2011 and preparation of revised Tariff Guidelines (excluding formulation, monitoring and associated aspects of Performance Standards of Airports relating to Quality, Continuity and Reliability of Service) and declare as follows:

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

or

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

or

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

Or

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

Or

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

Or

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

2. I/We hereby unconditionally accept the RFP Document No. 05/2024-25 conditions in its entirety for the above work. The contents of the RFP have been noted and it is clarified that after unconditionally accepting the RFP conditions in its entirety, it is not permissible to upload any additional file or put any remark/conditions.
3. I/We acknowledge that the AERA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such proposal are true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid assignment.
5. I/We shall make available to the AERA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the AERA to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any assignment or contract nor have had any contract terminated for breach on our part.
8. I/We declare that:
 - I/We have examined and have no reservations against the RFP Documents, including any Addendum issued by the AERA;
 - I/We do not have any “conflict of interest” in accordance with Clause 3.7 of the RFP Document;
 - I/We shall be duty bound to proactively inform AERA of any change in our compliance with conflict of interest stipulations as soon as it occurs.
 - I/we have not been blacklisted by AERA.
 - I/we have not been convicted (within three years preceding the last date of submission of bid) or not stood declared ineligible/suspended/blacklisted/banned/debarred by appropriate agencies of the Government of India for:
 - offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
 - suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the AERA or any other public sector enterprise or any government, Central or State; and,
 - I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - I/We hereby certify that technical documents and financial quote are submitted separately.

9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidder.
10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by AERA in connection with the selection of Consultant or in connection with the selection process itself in respect of the above mentioned assignment.
11. I/We have paid Prescribed Bid Security/EMD as per RFP OR necessary document for seeking exemption has been attached.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, I/we shall have any claim or right of whatsoever nature if the Consultancy for the assignment is not awarded to me/us or our proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the proposal due date of the RFP.
14. A Power of Attorney in favour of the Authorized Signatory to sign and submit this proposal and documents is attached herewith in Form 3 OR A Board Resolution in favour of Authorized Signatory is attached in lieu of Form-3. The Power of Attorney/Board Resolution may be for this RFP or may have been executed earlier for any other consultancy assignment and is valid on the last date of bid submission.
15. In the event of our selection as the Consultant, I/we agree to enter into an Agreement with AERA for carrying out the assignment as set out in the RFP.
16. The Financial Bid is being submitted in the manner and form as prescribed in this RFP. This Technical Bid read with the Financial Bid(s) shall constitute the Application which shall be binding on us.
17. I/We have studied RFP carefully and understand that except to the extent as expressly set forth in the RFP we shall have no claim, right or title arising out of any documents or information provided to us by AERA or in respect of any matter arising out of or concerning or relating to the selection process including the award of Consultancy.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(For and on behalf of)

Seal of the Bidder

Particulars of the Bidder

1.1	<p>Title of Consultancy:</p> <p>Request for Proposal for Engagement of Consultant for the Review of Tariff Guidelines 2011 and preparation of revised Tariff Guidelines</p>
1.2	<p>State whether applying as a Proprietorship/Partnership Firm/ Limited Liability Partnership/ Private Limited/ Limited Company/ Society Registered under Society's Act/ statutory Bodies etc.</p>
1.3	<p>State the following:-</p> <p>Name of the Proprietorship/Partnership Firm/ Limited Liability Partnership/ Private Limited/ Limited Company/ Society Registered under Society's Act/ statutory Bodies etc.:</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Whether the company is in the business of consultancy if yes please specify duration/period:</p> <p>Brief description of the Bidder including details of its main lines of business:-</p> <p>Name, designation, address and phone number of Authorized Signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p> <p>Name, designation, address and phone number of Authorized Representative of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.</p> <p>E-mail address:</p> <p>I/we have agreed that above Authorized Representative will as the Authorized Representative on our behalf and has been duly authorized to submit our proposal.</p> <p>Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.</p>

1.4	<p>For the Bidder, state the following information in reference to India:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If yes, provide the office address (es) in India.</p> <p>(ii) Has the Bidder been penalized by any organization for breach of contract in the last three years? Yes/No</p> <p>(iii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last three years? Yes/No</p> <p>(iv) Has the Bidder or any of its Associates stands blacklisted by any Government department/Public Sector Undertaking/Statutory body as on date of issue of this RFP . Yes/No</p> <p>(v) Has the Bidder or any of its Associates suffered bankruptcy/insolvency in the last three years? Yes/No</p> <p>(vi) Number of assignments completed in consultancy services.</p> <p>Note: If the answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
	<p style="text-align: right;">[Signature, name and designation of the Authorised Signatory] For and on behalf of Seal of the Bidder</p>

Power of Attorney

Know all men by these presents, we,.....(name of firm and address of the registered office)
do hereby constitute, nominate, appoint and authorize
Mr/Ms.....son/daughter/wife and presently residing at
,....., who is presently employed with us and holding the position
of..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representatives**”)
to do in our name and our behalf, all such acts, deeds and things as are necessary or required in connection with or
incidental to the submission of our Proposal for selection as the Consultant to “**Request for Proposal for
Engagement of Consultant for the Review of Tariff Guidelines 2011 and preparation of revised Tariff
Guidelines**”, including but not limited to signing and submission of all applications, proposals and other documents
and writings, participating in pre-bid and other conferences and providing information/responses to the AERA,
representing us in all matters before the AERA, signing and execution of all contracts and undertakings/declarations
consequent to acceptance of our proposal and generally dealing with the AERA in all matters in connection with or
relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the execution of
appropriate Agreement/s with the AERA.

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

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

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized
Accepted

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

Note:

- 1. The mode of execution of the Powers of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized by a notary public.
- 2. Further, power of attorney executed earlier for any other consultancy assignment (s) and is valid on the last date of bid submission.

Annual Financial Turnover Details of the Bidder
[Refer Clause 3.2]

1. Details of Annual Financial Turnover (figures in INR) in the following table:

S. No.	Financial Year	Annual Financial Turnover (Figures in INR)
(i)		
(ii)		
(iii)		
	Average Annual Financial Turnover	

2. Does the Average Annual Financial turnover given in 1 above fulfil the criteria laid down in clause 3.2(i) of the RFP: Write YES or NO.....

3. Details of Annual Financial Turnover (figures in INR) from consultancy contracts in the following table:

S. No.	Financial Year	Average Annual Financial Turnover from consultancy contracts (Figures in INR)
(i)		
(ii)		
(iii)		
	Average Annual Financial Turnover from Consultancy Contracts	

4. Does the Average Annual Financial turnover from Consultancy contracts given in 3 above fulfil the criteria laid down in clause 3.2(ii) of the RFP: Write YES or NO.....

[Signature, name and designation of the Authorized Signatory]

For and on behalf of Bidder.....

Certificate from the Chartered Accountant

This is to certify that (Name of the Bidder) had turnover, as shown above, against the respective years and also turnover from consultancy services.

Name of the Authorized Signatory:

Designation:

Name of the Chartered Accountant firm:

(Signature of the Authorized Signatory of the Chartered Accountant)

Seal of the Firm

Note:

Also attach audited profit and loss accounts for the relevant periods.

Experience of Bidder

[Reference Clause 3.1 (i), (ii), and (iii)]

1. Bidder to give the details with regard to Clause 3.1(i), (ii), and (iii) of the RFP in the following:

S. No. (A)	Details of consultancy assignment (provide the client details, scope of work conducted) (B)	Year of Assignment (C)	Fulfils criteria as laid down in Clause 3.1 (i) of RFP (Yes/No) (D)	Fulfils criteria as laid down in Clause 3.1 (ii) of RFP (Yes/No) (E)	Fulfils criteria as laid down in Clause 3.1 (iii) of RFP (Yes/No) (F)	Please attach relevant documentary evidence* (G)
1			Write YES/NO	Write YES/NO	Write YES/NO	
.			Write YES/NO	Write YES/NO	Write YES/NO	
.			Write YES/NO	Write YES/NO	Write YES/NO	
.			Write YES/NO	Write YES/NO	Write YES/NO	
.			Write YES/NO	Write YES/NO	Write YES/NO	
.			Write YES/NO	Write YES/NO	Write YES/NO	

2. From the above table, following details be given:

- a. Total number of assignments to be considered under clause 3.1(i) of RFP:(in numbers)
- b. Total number of assignments to be considered under clause 3.1(ii) of RFP:(in numbers)
- c. Total number of assignments to be considered under clause 3.1(iii) of RFP:(in numbers)

* Note: any of the following documents to be attached in respect of each assignment mentioned in above table:

- (a) Contract copy / Work Order / Letter of Award etc.
- (b) Execution/ completion certificate issued by client
- (c) Any other relevant document in support of contract execution/ completion.

Certification:

- 1. It is certified that all the assignments mentioned above are completed by the bidder.
- 2. I certify that all information is true to my knowledge and belief and nothing has been concealed or misrepresented.

(Signature of Authorized Signatory)
Seal of the Bidder

Note: Bidder may attach more sheets if required.

Curriculum Vitae (CV) of Key Personnel (i.e. Team Leader/ Financial Expert etc.)

[Reference Clause 3.3 (v) of the RFP]

1. Proposed Deployment as (Team Leader/Financial Expert etc.):
2. Name of Key Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:

S. No.	Qualification	University/Institute	Month & Year Passed/Obtained
1			
.			
.			

6. Does Proposed Key Personnel hold the prescribed essential qualification (minimum) in terms of clause 3.3 (v) of the RFP :..... (Please mention YES/NO)
7. Does Proposed Key Personnel hold Preference Qualification (if applicable):Please mention - YES/NO.
If yes, please give details in the following table:

S. No.	Qualification	University/Institute	Month & Year Passed/Obtained
1			
.			
.			

8. Employment Record **relevant to the experience (as prescribed in clause 3.3 of RFP)** in the following table:

S. No.	Employer details (a)	Position held (b)	From (Year & Month) (c)	To (Year & Month) (d)	Time Period [Year (s) & Month(s)] (e) = [(d) – (c)]	Experience [Within India / Outside India]	Details of Projects/ Assignments (name of project/ assignment, name of client and activities performed by the Key Personnel) on which he/she has worked during the employments given in this table. NOTE: Only projects/ assignments falling under the 'Eligible Assignments' [column (E) of clause 3.3(v)] to be mentioned here.

							(f)
1						Write [Within India OR Outside India]	
.						Write [Within India OR Outside India]	
.						Write [Within India OR Outside India]	
.						Write [Within India OR Outside India]	
		Total Period of employment relevant to the experience (reference clause 3.3 of RFP) (In Years and months)				

Note:

1. Any project/assignment which does not fall under the eligible assignment of Column (E) of clause 3.3.(v) should not be mentioned.
2. In case it is seen from the above table that if none of the activities mentioned in any cell of col. (f) above fall under the 'eligible assignment' column (E) of clause 3.3(v), the corresponding period of employment (as given in respective cell of col. (e) above) will not be considered towards total period of employment/experience.

Certification:

1. I am willing to work on the assignment/ project and I will be available for the entire duration of the Consultancy assignment as required.
2. I certify that all information is true to my knowledge and belief and nothing has been concealed or misrepresented. Further, I have requisite essential qualification and preference qualification (if applicable) and post-qualification experience as requested in bid document.
3. I shall maintain full confidentiality with respect to the material, information, document, etc. as may be made available to me during the proposed assignment.

(Signature and name of the Key Personnel)

Place.....

(COUNTERSIGN BY THE AUTHORIZED SIGNATORY OF THE PARTICIPATING BIDDER)

Note:

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

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

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

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

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

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

7.2 **APPENDIX II: CONSULTANCY AGREEMENT**

AGREEMENT

Request for Proposal for Engagement of Consultant for the Review of Tariff Guidelines 2011 and preparation of revised Tariff Guidelines

AGREEMENT No. _____

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

WHEREAS

The Authority vide its Request for Proposal (RFP No. 05/2024-25 (“RFP”) for Request for Proposal for Engagement of Consultant for the Review of Tariff Guidelines 2011 and preparation of revised Tariff Guidelines (Hereinafter called the “**Consultancy**”) invited proposals from Bidders possessing the requisite experience and capabilities required for undertaking this consultancy;

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

The Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide GeM Contract Order dated.....; and

In pursuance of the Contract Order dated, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

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

- a) “**Agreement**” means this Agreement, together with all the Annexures;
- b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1;
- c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) “**Dispute**” shall have the meaning set forth in Clause 9;
- g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) “**Government**” means the Government of India.
- i) “**INR, Re. or Rs.**” means Indian Rupees;
- j) “**Party**” or “**Parties**” means the Authority or the Consultant, individual and collectively means Parties;

- k) **“Key Personnel”** means the Team Leader, Financial Expert, Aviation Expert and Regulatory Expert read with the provisions of Clause 3.3 of the RFP No. 05/2024-25;
- l) **“RFP”** means the Request for Proposal (RFP) No. 05/2024-25 document in response to which the Consultant’s proposal for providing Services was accepted;
- m) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- n) All terms and words not defined herein shall, unless the context otherwise requires, have the meanings assigned to them in the RFP.

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

- a) Agreement;
- b) Annexure of Agreement;
- c) RFP No. 05/2024-25 and clarifications, corrigendum, addendum, etc. issued by the Authority pursuant thereof; and
- d) Contract Order issued by GeM Portal

1.2 Relation between the Parties

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

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

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

1.8 Location

The Services shall be performed, delivered at the offices of the Authority or any other place of the Authority as required, in accordance with the provisions of RFP No. 05/2024-25 and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authorized Representatives

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

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

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

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

1.10 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement: This Agreement shall come into force and effect from the date of signing.

2.2 Validity of Agreement: This Agreement will be valid for a period of Six months from the date of signing.

2.3 Contract Period for completion of Assignment: The Consultant will be given Six (06) Months to complete the assignment. This period of 06 (six) months will commence from the signing of agreement or from the 16th day from the issuance of Contract Award by GeM Portal, whichever is earlier.

2.4 Extension of Contract Period: AERA reserves the right to extend the contract period for completion of assignment beyond the original period, at its own discretion, without any financial implication to AERA and without imposition of liquidated damages to consultant.

2.5 Termination of Agreement for failure to Commence Assignment

If the Consultant does not commence the Services within the period specified in Clause 2.3 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination. Further, in such a scenario, the Performance Security of the Selected Consultant shall be invoked.

2.6 Entire Agreement

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

2.6.2 Without prejudice to the generality of the provisions of Clause 2.6.1 above, on matters not covered by this Agreement, the provisions of RFP No. 05/2024-25 shall apply.

2.7 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.

2.8 Force Majeure

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may wish with the

concurrence of the Buyer elect to retain.

2.9 Suspension of Agreement

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

2.10 Termination of Agreement

2.10.1 By the Authority

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

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 (thirty) days;
- g) a situation of conflict of interest as set out in Clause 3.7 of the RFP No. 05/2024-25 and Clause 3.2 of this Agreement;
- h) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.10.2 By the Consultant

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

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach in question, the manner in which such breach has affected the performance of the Services of the Consultant under this Agreement and the action required from the Authority with regard to such breach;

- c) as the result of the Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.10.3 Cessation of rights and obligations

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

2.10.4 Cessation of Services

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

2.10.5 Payment upon Termination

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

2.10.6 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Clause 2.1, 2.2 and 2.3 of the RFP No. 05/2024-25. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 **Applicable Laws**

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

3.1.4 **Indemnity**

As per GeM GTC.

3.2 **Conflict of Interest**

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

3.2.2 Clause 3.7 of the RFP No. 05/2024-25 may be referred for further details on conflict of interest.

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

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Key Personnel, similarly shall not receive any such additional remuneration.

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

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

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

- a) "**corrupt practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection

Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project

- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant and its Key Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Key Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

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

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

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

3.4 Limitation of Liability of the Consultant

In any event, the Consultant shall not be liable for any special, incidental, punitive, exemplary or consequential damages arising out of or in connection with the Contract entered between the parties. The aggregate liability of the Consultant, whether under the contract, in tort or otherwise, shall not exceed the

total contract value, provided that this limitation shall not apply to:

- (i) Any obligation or claim arising out of or in connection with any third party claim of IPR infringement,
- (ii) In the event of any gross negligence or willful misconduct on part of the Consultant, as finally judicially determined by a court of competent jurisdiction.

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

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

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

3.6 Reporting obligations

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

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

3.7.1 All reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or any Third Party appointed by the Consultant) in performing the assignments shall become and remain the property of the Authority, and all Intellectual Property Rights in such Consultancy Documents shall vest with the Authority. However, in case any pre-existing material is used by the consultant in preparation of the consultancy documents, then all the rights in such material shall continue to vest with the respective owner with right to use by the Authority.

3.7.2 The intellectual property of any document/information/data either owned by third party or by the Consultant, referred by the latter for performing activities/deliverables under this consultancy assignment, will remain with the respective parties.

3.7.3 The Consultant or a Third Party shall not use these Consultancy Documents for purposes not related to this Agreement without the prior written approval of the Authority.

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

3.8 Materials furnished by the Authority

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

3.9 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any

inaccuracy in its work which might surface during implementation of the Consultancy, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

3.10 Providing access to the Consultant Office and Key Personnel

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

4. CONSULTANT's KEY PERSONNEL

4.1 General

The Consultant shall employ and provide Key Personnels as per the details submitted in the technical documents to carry out the scope of work.

4.2 Deployment of Key Personnel

A list of Key Personnel deployed for this contract is placed at Annexure – I of this Agreement. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3 Substitution of Key Personnel: As per clause 4.7 of the RFP No. 05/2024-25.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

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

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

5.2 Access to Airports under this Contract

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

5.3 Payment

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

5.4 Change in Applicable Law

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

6. Deliverables and Payment Schedule:

6.1 Agreement Value: The value of this assignment is Rs...../- (Rupees... only) (including GST) on the basis of financial quote in the tender document and subsequent negotiations, if any. Payment will be released as per the Section 5 of the RFP No. 05/2024-25.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

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

7. LIQUIDATED DAMAGES / COMPENSATION FOR DELAY : As per clause 5.1 of the RFP No. 05/2024-25.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

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

9. Dispute resolution between the buyer and the seller / service provider

- (i) In the event of any conflict or dispute arising out of or in connection with the Contract placed through GeM, the Parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Primary User of the Buyer organization/department or any other person as authorized by the Primary User.
- (ii) If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall be dealt with in accordance to "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement" issued by Department of Expenditure via OM No. F.1/2/2024-PPD dated 03.06.2024, as amended from time to time.
- (iii) The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction principal place of business of the Buyer department / organization is located.

10. Laws Governing the Contract:

- (i) The contract shall be governed by the laws of India for the time being in force.
- (ii) Irrespective of the place of delivery, the place of performance or the place of payment under the contract,

the contract shall be deemed to have been made at the registered address of the Buyer and / or Primary Buyer.

- (iii) Jurisdiction of Courts: The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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

SIGNED AND DELIVERED

For and on behalf of Consultant

SIGNED AND DELIVERED

For and on behalf of Airport Economic Regulatory Authority of India

In the presence of:

1. _____

2. _____

Deployment of Key Personnel
(Team Leader, Financial Expert, Aviation Expert, Regulatory Expert)

S. No.	NAME	DEPLOYMENT AS
1.		TEAM LEADER
2.		FINANCIAL EXPERT
3.		AVIATION EXPERT
4.		REGULATORY EXPERT

7.3 APPENDIX: III: FORMAT OF PERFORMANCE BANK GUARANTEE (TO BE SUBMITTED BY THE SELECTED AGENCY POST ISSUANCE OF CONTRACT ORDER BY GEM PORTAL)

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

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

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

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

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

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

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

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

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