

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

**Request for Proposal (RFP) No. 05/2025-26**  
**[LIMITED TENDER]**

**Dated: 04.08.2025**

**Subject:**      Engagement of Consultant for Assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International Airport, Bhogapuram – reg.

**[LIMITED TENDER FOR THE CATEGORY ‘A’ AND ‘B’ EMPANELLED CONSULTANCY AGENCIES OF AERA VIDE PUBLIC NOTICE NO. 04/2020-21 DATED 01.06.2020, CORRIGENDUM DATED 29.06.2020, 03.01.2024 AND PUBLIC NOTICE 05/2025-26 DATED 30.05.2025]**

**Notes:**

1. Above public notices/ corrigendum are available on AERA's website (<https://aera.gov.in>)
2. Bids of any bidder, other than above empanelled agencies, will not be evaluated and shall be summarily rejected.

**CRITICAL DATES/TIMELINES AND OTHER RELEVANT DETAILS:**

S. No.	Activity	Date and Time
1	Uploading of Bid on GeM Portal	04.08.2025
2.	Last date for submission of Bid	20.08.2025
3.	Technical Bid Opening	As per details given in GeM Portal
4.	Date of Presentation and Personal Interaction	Any day on or after technical bid opening
5.	Opening of Financial Bid	Any day on or after Presentation and Personal Interaction
6.	Estimated Bid Value	Rs. Twenty Five Lakhs only (including GST)
7.	Bid/Proposal Validity	120 days from the proposal due date

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## **GLOSSARY**

<b>AERA</b>	As defined in Clause 1.1.1
<b>Airport Operator</b>	As defined in AERA's Tariff Guidelines 2011
<b>Bidder</b>	Only the empanelled consultancy agencies, as mentioned in public notices reference on page 1 of this RFP.
<b>GeM GTC</b>	General Terms and Conditions on GeM Portal ( <a href="https://gem.gov.in">https://gem.gov.in</a> )
<b>Key Personnel</b>	As defined in Clause 3.3
<b>Major Airport</b>	As defined in AERA Act 2008 (read with subsequent amendments)
<b>RFP</b>	Request for Proposal
<b>TOR/SOW</b>	Terms of Reference/Scope of Work

## **SECTION 1: INTRODUCTION**

### **1.1 Background**

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

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

- “1. i) *This Act may be called the Airports Economic Regulatory Authority of India (Amendment) Act, 2019.*
- ii) *It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint. (appointed date by Central Government is 26.09.2019).*
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 <a href="http://www.iera.gov.in">www.iera.gov.in</a>.</i>		

1.1.8 In pursuance of AERA's Orders and Guidelines, as brought out above, the Airport Operator (M/s GMR Visakhapatnam International Airport Limited) has filed its Multi Year Tariff Proposal with AERA in respect of the Bhogapuram International Airport for the First Control Period (FY 2027-28 to FY 2031-32) with designated capacity of Six (06) million passenger per annum. AERA is in the process of declaring it as a Major Airport in due course of time. However, for assisting AERA in the tariff determination process of Bhogapuram International Airport, this RFP is issued. Contract Order/Letter of Award to the selected consultant will be issued only after declaration of Bhogapuram International Airport as Major Airport by AERA.

## 1.2 **Request for Proposals (RFP):**

(i) Accordingly, proposals are invited for selection of consultant for assisting AERA in respect of tariff determination exercise of the above major airport, as per the Terms of Reference / Scope of Work and rendering the services as detailed in this RFP, for the following:

Name of the Airport	Name of Airport Operator	Control Period	Eligible Category for submission of bid in which consultant empanelled in AERA
Bhogapuram International Airport	GMR Visakhapatnam International Airport Limited	First Control Period (FY 2027-28 to FY 2031-32)	'A' and 'B'

(ii) Bidders are requested to submit the technical documents and financial quote separately on GeM Portal.

## 1.3 **Estimated Bid Value:** Estimated Bid value of this RFP is Rs. 25,00,000/- (including GST)

Estimated Bid Value indicated above is being declared solely for the purpose of guidance. 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 AERA 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 and in case of such extension, the Bidder shall not be allowed to modify the Proposal.

**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 minimum 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 selection in this RFP. Under this approach, technical evaluation has been assigned 70% weightage and financial quote has been assigned 30% weightage. Marks for technical evaluation will be allotted by the Technical Evaluation Committee based on the criteria defined in Para 4.2 of this RFP. Minimum technical qualifying marks (60 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. Based on the overall scoring, bidder having highest scores will be considered for award of assignment.

**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 also include financial quote of the bidder, the proposal/bid shall be summarily rejected without any further correspondence.

**1.8 Corrigenda/ Addenda to RFP:**

Before the deadline for submitting bid, AERA may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original RFP document. The bidders must check the GeM Portal for any corrigenda/addenda. The bidders must check the GeM Portal for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP document.

**1.9 Time Period for Issuance of Tariff Order:** The Selected Consultant will be given 06 Months for completing the tariff determination exercise and issuance of tariff order of Bhogapuram International Airport (BIA). The period of 06 months would commence from the date of handing over of the MYTP of the BIA to the Selected Consultant by AERA. Multi Year Tariff Proposal (MYTP) will be provided to the consultant only after acceptance of the Letter of Award (LOA). AERA reserves the right to extend the time period for issuance of tariff order, beyond six months, at its sole discretion, without any financial implication to AERA and without imposition of liquidated damages to the selected consultant.

**1.10 Assistance to AERA post issuance of Tariff Order:** The Selected Consultant is also required to give assistance, as per details given in clause 2.2, to AERA till the completion of control period pertaining to the Tariff Order of the BIA.

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



1.12 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 objectives, scope of services, deliverables and other requirements to be undertaken by the Selected Applicant are given hereunder. However, the same is merely 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 the assignment awarded pursuant to this RFP. The Selected Consultant shall assist AERA as under:

- (a) Examine the MYTP of the Airport Operator and verify the data with reference to the Balance Sheet, P&L account, Trial Balance, FAR and auditor certificates, etc.
- (b) Examine each building block in tariff determination and ensure that the treatment given to it is in line with the Authority's methodology and approach, studies, Concession Agreement, SSA, Land Lease agreement & other MoU etc.
- (c) Visit (s) to airport by the consultant for carrying out the onsite assessment/ analysis;
- (d) to undertake correspondence/ interaction with the Airport Operator for performing these activities.
- (e) Truing up of all the building blocks for the previous control periods (if applicable).
- (f) Assets/OPEX segregation between Aero and Non-Aero.
- (g) Examine the reasonableness of the CAPEX in line with the traffic projections for the Control Period by examining the CAPEX efficiency.
- (h) Examine and recommend efficient costs for O&M as part of tariff determination process.
- (i) Prepare financial model (detailed worksheets) based on each building block in tariff determination and ensure that the financial model employed is in line with the AERA philosophy prescribed by the Authority.
- (j) Prepare a Consultation Paper working out the Aggregate Revenue Requirement of the operator and incorporate the proposed tariff plan that the operator has submitted to achieve the ARR.
- (k) Assist the Authority in holding consultations with the stakeholders, prepare minutes of stakeholders consultation meeting and analyse the various suggestions made by the stakeholders.
- (l) Draw up the final version of the Tariff Order for the approval of the Authority.
- (m) Assist the Authority in case any legal case/ appeal is instituted related to the tariff determination exercise till the completion of the Control Period.

The tariff proposal of the BIA is to be considered based on the submissions made by the Airport Operator. Further, Selected Consultant may be required to consider/ perform any other relevant facts and activities as may be required by AERA for performing the assignment.

### **2.2. Assistance post issuance of Tariff Order:** The Selected Consultant will be required to provide assistance to the Authority, post issuance of tariff order of BIA, in respect of and limited to the following:

- (a) In case any legal case/ appeal is instituted related to the tariff determination exercise in respect of the BIA, the Consultant will be required to furnish inputs/ comments on such matters. The Consultant will not be required to represent AERA in any Tribunal/ Court of Law. The scope of consultant under this clause will be limited to furnishing of inputs/ comments on the appeal/ case

and these services will not include any legal services or legal advice. No work performed by the Consultant or its Personnel to be construed as legal service / legal advice.

- (b) This assistance is required to be given to AERA by the Consultant till the end of the Control Period pertaining to Tariff Order of the BIA.
- (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].

### 2.3 **Sequence of Activities post selection of consultant:**

- (i) **Acceptance:** The Selected Consultant is required to acknowledge and accept the Contract Order/Letter of Award within 07 (seven) days from the date of issuance and return a copy of contract order (through email or post), duly signed, as acknowledgement and acceptance of the Terms & Conditions of the award.
- (ii) **Time Period for Issuance of Tariff Order:** The Selected Consultant will be given 06 Months for completing the tariff determination exercise and issuance of tariff order of BIA. The period of 06 months would commence from the date of handing over of the MYTP of the BIA to the Selected Consultant by AERA. Multi Year Tariff Proposal (MYTP) will be provided to the consultant only after acceptance of the Contract Order/ Letter of Award (LOA).
- (iii) **Indicative activities related to MYTP:**
  - (a) Within 2 months from the handing over of the MYTP/Proposal, Consultant will submit the first draft of the Consultation Paper, along with presentation, to AERA for review and discussions.
  - (b) Within next 15 days, Consultation Paper will be finalized and issued by AERA.
  - (c) Within next 20 days, AERA at its own expenses will conduct stakeholders' consultation meeting and consultant will assist AERA in conducting the same, preparation of draft minutes of meeting and for issuance thereof.
  - (d) After receipt of stakeholders' comments and counter comments of the Airport Operator on the same [i.e., after 20 days from (c) above], consultant is required to submit analysis of the same within five days.
  - (e) Consultant is required to submit the draft Tariff Order within 10 days from (d) above.
  - (f) Iterative discussions with the Authority at different stages for issuance of the Tariff Order.Further details are as per clauses 2.4 and 5.1 of this RFP.

### 2.4 **Payment for Milestones/Activities:** Payment for milestones/ activities will be made as per table given in Para 5.1 of this RFP and taking into consideration the stipulations given hereunder.

- (a) **Milestone/Activity 1:** Preliminary Analysis of MYTP received from the Airport Operator.

Deliverable for Milestone / Activity 1 - For processing of payment/ invoice pertaining to Milestone/ Activity 1, the consultant will give a presentation on the preliminary analysis of the MYTP received from the Airport Operator and submit a copy thereof.

- (b) **Milestone/Activity 2:** Milestone/ Activity 2 means finalization and issuance of Consultation Paper.

Deliverable for Milestone/Activity 2 - For processing of payment/ invoice pertaining to Milestone/ Activity 2, the Consultant will submit ten (10) hard copies of the issued Consultation Paper. Further, the evidence of submission of Performance Security is mandatory before processing of payment/ invoice pertaining to Milestone 2, in accordance with the relevant clauses.

- (c) **Milestone/Activity 3:** Milestone/ Activity 3 means Assisting AERA in conducting Stakeholders consultation meeting, preparation of draft minutes of the meeting and issuance thereof.  
Deliverable for Milestone/ Activity 3 – For processing of payment/ invoice pertaining to

Milestone/ Activity 3, the requisites for processing of payment/ invoice pertaining to Milestone/ Activity 3 are as under:

- (i) Assisting AERA in conduct of Stakeholders Consultation Meeting;
- (ii) Preparation, Finalization and issuance of minutes of Stakeholders' Consultation Meeting

- (d) **Milestone/Activity 4:** Milestone/ Activity 4 means Assisting AERA in analyzing comments received from the stakeholders, counter comments of the Airport Operator, determination of Aeronautical Tariffs and issuance of Tariff Order.

Deliverable for Milestone/ Activity 4 - For processing of payment/ invoice pertaining to Milestone/ Activity 4, the Consultant will submit soft copy of correspondence (if any) with the Airport Operator, Financial working model (soft copy), and ten (10) hard bound copies of final issued Tariff Order.

## 2.5 **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).

- 2.6 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:**

3.1 The Bidder should be an empanelled agency of AERA under Category 'A' or 'B'.

3.2 Criteria about Key personnel is given below.

#### **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 assignment. In case of requirement, the selected consultant at his discretion may utilize more manpower for completion of the assignment within stipulated timeframe, without additional financial implication to AERA.
- (iii) The Proposed Team Leader must be employee (on payrolls) / partner of the bidder (or its associate/ affiliate/ subsidiary/ parent/ holding/ sub-licensee entity) on the date of submission of bid and shall remain with the Bidder (or its associate/ affiliate/ subsidiary/ parent/ holding/ sub-licensee entity) till completion of the assignment.
- (iv) The Proposed Financial Expert and 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 with the bidder, provided his/her engagement shall be till the completion of assignment. It is clarified that sub-contracting to another company/ third party for engagement of Key Personnel is not permitted.
- (v) **Eligibility criteria for Key Personnel:** Each of the Key Personnel must fulfill the eligibility criteria specified herein below:

<b>S. No.</b>	<b>Key Personnel</b>	<b>Prescribed Qualifications (Minimum)</b>	<b>Minimum Experience (in Years) - Post Essential Qualifications as given in column (C)</b>	<b>Eligible Assignments</b>
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>
1.	Team Leader (One No.)	<b>Essential:</b> (i) Engineering Graduate Degree in any Branch; <b>OR</b>  (ii) MBA/ Post Graduate Diploma in Management/ Post Graduate Program in Management; <b>OR</b>  (iii) Post Graduate Diploma/ Post Graduate Degree in any of the following areas/ fields/ programs:  Business Administration/ Business Management/ Business Studies/	Cumulative 10 years post essential qualification experience in any one or more of the assignments given in Column E	<b>Essential:</b> Following assignments related to infrastructure sector:  Should have been involved/ assisted/ performed activities related to evaluation/ preparation/ formulation/ assessment/ scrutiny/ examination/ review/ analysis/ implementation/ execution, etc. of proposals/ matters/ issues (including matters incidental or consequential thereto) related to:-

		<p>Management Studies/ Management, etc.;</p> <p><b>OR</b></p> <p>(iv) CA/ CMA/ CWA</p>		<p>(a) tariff/ fees/ toll /pricing/ fare, etc.; and/or</p> <p>(b) modernization or upgradation of infrastructure/ capacity creation/ capacity expansion/ capacity augmentation, etc.</p>
2.	Financial Expert (One No.)	<p><u>Essential:</u></p> <p>(i) MBA/ Post Graduate Diploma in Management/ Post Graduate Program in Management; <b>OR</b></p> <p>(ii) Post Graduate Diploma/ Post Graduate Degree in any of the following areas/ fields/ programs:</p> <p>Business Administration/ Business Management/ Business Studies/ Management Studies/ Management, etc.;</p> <p><b>OR</b></p> <p>(iii) CA/CMA/CWA; <b>OR</b></p> <p>(iv) Masters' Degree in Statistics / Mathematical Statistics /Mathematics and Statistics/ Economics/ Statistics with Economics/ Economics and statistics, etc.</p>	<p>Cumulative 07 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:</p> <p>(i) Should have been involved/ assisted/ performed activities related to evaluation/ preparation/ formulation/ assessment/ scrutiny/ examination/ review/ analysis/ implementation/ execution, etc. of proposals/ matters/ issues (including matters incidental or consequential thereto) related to:- (a) tariff/ fees/ toll /pricing/ fare, etc.; and/or (b) modernization or upgradation of infrastructure/ capacity creation/ capacity expansion/ capacity augmentation, etc.;</p> <p>and / or</p> <p>(ii) Should have been involved/ assisted/ associated/ performed activities related to financial analysis/ financial planning/ fund raising/ preparation of financial statements / preparation of detailed project report/ preparation of techno economic feasibility report/ preparation of capital budget/ analysis or evaluation of capital structure/ financial modelling/ economic modelling/ data analysis/ data modelling/ economic modelling/ statistics, etc.;</p>

3.	Aviation Expert (One No.)	<p><b>Essential:</b></p> <p>(i) Engineering Graduate Degree in any branch; <b>OR</b></p> <p>(ii) Diploma in any branch of engineering and having passed sections A and B of the Institutions of Examinations by the Institution of Engineers (India) in any Branch; <b>OR</b></p> <p>(iii) Any Graduate Degree /Post Graduate Degree / Post Graduate Diploma in any of the following areas/ fields/ programs:- Aviation Management/ Aviation Law/ Air Transport Management/ Aviation Law &amp; Air Transport Management/ any other stream related to Aviation.</p>	Cumulative 07 years post essential qualification experience in any one or more of the assignments given in column (E)	<p><b>Essential:</b> Following assignments related to airport sector:</p> <p>Should have been involved/ assisted/ performed activities related to evaluation/ preparation/ formulation/ assessment/ scrutiny/ examination/ analysis/ review/ implementation/ execution, etc. in/of proposals/ matters/ issues related to the Operations / modernization or upgradation of infrastructure/ capacity creation/ capacity expansion/ capacity augmentation, etc.</p>
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### **Notes:**

- a) Infrastructure Sector including but not limited to 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.), Communication [Telecommunication(Fixed Networks), Telecommunication Towers, Telecommunications & Telecom Services, Data Centres, etc.], Water supply and Sanitation (Solid Waste Management, Water Treatment plants, Sewage, Irrigation, Dams, Channels, embankments, Storm Water Drainage System, etc.), Social and Commercial Infrastructure (Education Institutions, Hospitals, Sports Infrastructures, Tourism Infrastructure, Storage for Agriculture and Horticulture Produce, Cold Chasin, Terminal Markets, Soil Testing laboratories, Affordable Housing, Affordable Rental Housing Complex, Exhibition cum Convention Centre, etc.), etc. Further, backward and forward linkages of these sectors (e.g., Mines, Oil Wells, Steel Plant, Gas Pipelines, Refinery, supply chain, etc.) will also be considered under the definition of infrastructure.

- b) For the purposes of this RFP, Consultancy Service means any subject matter of procurement (which involves primarily non-physical project specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training, research, and advisory services, etc.

Note: These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants, communications consultants, Advisory and project related Consultancy Services which include, feasibility studies, project management, engineering services, finance, accounting and taxation services, training and development etc.

- c) AERA reserves the right, but is not obligated, to waive minor deviations in the eligibility criteria of the proposed Key Personnel if the same do not materially affect the capability of the bidder to

perform the contract.

- (vi) **Deployment of Key Personnel:** During the currency of the subject assignment, full time Deployment of any Key Personnel (s) at AERA office is not required. However, as and when need arises, Key Personnel (s) will be called at AERA office for necessary iterative discussions and such key Personnel (s) should be available at AERA office without fail. Also, after completion of the subject assignment, there is no requirement of any deployment of any personnel at AERA office.
- (vii) Above qualifications obtained through any mode viz., full-time/part-time/correspondence etc. (single/ joint/ dual/ combined/ composite/ executive, etc. qualification) and through any recognized university/institute (India or anywhere in the world) will be acceptable.
- (viii) For the above purpose, it is clarified that one assignment means one contract, even if the contract contains multiple assignments/ multiple components/ multiple agreements, etc.

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

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

- (i) Bidder should not have a conflict of interest that substantially affects fair competition. A Bidder in this bidding process shall be considered to have a conflict of interest if the Bidder:
  - (a) directly or indirectly controls, or is controlled by or is under common control with another bidder; or
  - (b) receives or has received any direct or indirect subsidy/ financial stake from another bidder; or
  - (c) has the same correspondence address or same legal representative (meaning authorized representative for the purpose of this RFP)/ agent as another bidder for purposes of this bid; or
  - (d) has a relationship with another 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 bidder; or
- (e) 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) Bidder shall be required to declare the absence of such conflict of interest as per para (i) above. Such declaration to be provided in Form 1. Absence of such declaration will make the bid non responsive.

### **3.8. Instructions regarding submission of 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 airport covered in the assignment and activities to be performed as per Terms of Reference/ Scope of Work, and shall cover but not be limited to remuneration for all the Personnel, accommodation, air fare, all expenses (including travel) pertaining to attending stakeholders meeting in Delhi, equipment, printing of documents, surveys, 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) 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. These amounts are per head and excluding GST.
- (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:** The Proposal should be submitted, as per timelines indicated at page 1 of this RFP, on the GeM Portal. AERA may, at its sole discretion, extend the Proposal due date by issuing an addendum 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 consultant to clarify its proposal/bid by a specified date. Consultant 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 consultant. Any clarification submitted by a Bidder regarding its bids that is not in response to a request by AERA shall not be considered.
- (ii) AERA reserves its right to, but without any obligation to do so, seek any shortfall information/ documents. Provided such information/ documents are historical, which pre-existed at the time of the bid opening and which have not undergone change since then and do not grant any undue advantage

to any consultant.

- (iii) If the bidder fails to provide satisfactory clarification and/or missing information, its bid shall be evaluated based on available information and documents.

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/Letter of Award or by entering into the Agreement. If the Selected Bidder has already been issued Contract Order/ Letter of Award 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 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 6**) broadly in the prescribed format along with other prescribed documents with the technical bid. All forms are digitally/ ink signed by the Authorized signatory.
- (ii) 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.
- (iii) Proposed Key Personnel fulfil the Conditions of Eligibility as laid down in Clause 3.3 of this RFP;
- (iv) Digitally/ink signed CVs of all Key Personnel (Team Leader, Financial Expert, and Aviation 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.
- (v) 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 & time and mode (physical/ virtual/ hybrid) intimated by AERA.
- (ii) The date and time for presentation and personal interaction with the Key Personnels will be intimated by AERA through a communication (containing the list of pre-qualified bidders), published on AERA's website (<https://aera.gov.in>) and/or email to 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 pre-qualified 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, qualification and experience of Key Personnel, Presentation and personal interaction with each of the Key Personnel, as per details below:

**TECHNICAL EVALUATION: TOTAL MARKS – 100 [A (40) + B (60)]**

A	Presentation			Max Marks
	<ul style="list-style-type: none"><li>The presentation will be made by the Team Leader along with other proposed Key Personnel. Physical presence of Team Leader is mandatory during the presentation. ‘Other Key Personnel’ can join physically (preferable) or alternatively online. In case of non-availability (in either mode i.e., physical/online) of any of the ‘Other Key Personnel’, marks for the personal interaction will not be given for such key personnel.</li><li>Presentation will, inter-alia, include the following along with the aspects covered in Form 7:<ul style="list-style-type: none"><li>Understanding of terms of reference and deliverables, clarity of plan of action and methodology.</li></ul></li><li>The presentation should normally not exceed a time limit of around <b>30 (Thirty) minutes</b>.</li><li>The Participating bidders is <b>NOT</b> required to submit copy of the presentation along with the technical proposal submitted with the bid.</li></ul>			40
*refer clause 4.2.2 of this RFP for further details.				
B	Experience and Personal Interaction of the Key Personnel			60
	Key Personnel	Eligible Professional Experience [Eligible experience as given in clause 3.3 (v) of this RFP]	Personal Interaction	Total Max Marks
	Team Leader	<u>Total Marks : 08 Marks</u> (a) More than 10 years and upto12 years: 06 marks; (b) More than 12 years: 08 marks	Max Marks : 14	22
	Financial Expert	<u>Total Marks: 06 Marks</u> (a) More than 07 years and upto10 years: 04 marks; (b) More than 10 years: 06 marks	Max Marks : 14	20

		<b>Total Marks: 06 Marks</b> (a) More than 7 years and upto 10 years: 04 marks; (b) More than 10 years: 06 marks	Max Marks : 12	18
	Aviation Expert			

**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 60 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**

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

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/ Letter of Award will be issued to the Selected Bidder.

4.5.2 The Selected Consultant is required to acknowledge and accept Contract Order/ Letter of Award within 07 (seven) days from the date of issuance and return a copy of the same (through email or post), duly signed, as acknowledgement and acceptance of the Terms & Conditions of the award.

4.5.3 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 Portal General Terms and Conditions, within 30 days from the issuance of Contract Order/ Letter of Award. The Performance Security will be valid for a period of one year.

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 (after issuance of tariff order of BIA) 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 2.2 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 Consultant shall sign the Agreement within thirty (30) days from the issuance of Contract Order / Letter of Award on non-judicial stamp paper of Rs. 100/- (the cost of same is to be borne by the Selected Consultant). The Selected Consultant 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 of the assignment 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 5) 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/ milestone.

4.7.4 Substitution of any key personnel at the request of the Consultant shall be subject to a reduction of two (02) percent of payable contract value (inclusive of GST) of the assignment, which would have been paid to the consultant for the entire period of the contract for each key personnel substituted, 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 professional fees for the services rendered as per following schedule:

<b>S. No. (A)</b>	<b>Milestone/Activity (B)</b>	<b>Time allowed (C)</b>	<b>Deliverable (D)</b>	<b>% of the professional fee payable (E)</b>
1	Milestone/Activity 1	1 Month	As per para 2.4 (a)	10%
2	Milestone/Activity 2	1 Month 15 days	As per para 2.4 (b)	40%
3	Milestone/Activity 3	20 days	As per para 2.4 (c)	10%
4	Milestone/ Activity 4	2 months 25 days	As per para 2.4 (d)	40%
5	Total Time	06 months	-----	

**Notes:**

1. Selected Consultant is required to submit separate invoice for each milestone.
2. Payment for each milestone will be made after completion of the deliverable mentioned against each milestone.
3. AERA will be entitled to deduct/ recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions and/or for any 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 milestone/activity mentioned in the table above are for guidance purposes only. Liquidated damage will not be applicable for breach of allowed time for any individual milestone/activity (given in column C of above table), if the assignment is completed within the total time period (as given in Sr. 5 of above table).

*Delayed quantity means the milestone(s)/activity (ies) which remains incomplete beyond the total time (as given in sl. No. 5 of above table). Contract value of the delayed quality means the payable professional fee of the respective milestone as per above table. Accordingly, the period of delay, if any, will be calculated beyond the total time period (as given in sl. No. 5 of above table) for the respective milestone/ activity.*

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



## **SECTION 7: APPENDICES**

### **7.1: Appendix – I**

**Form – 1**

#### **TECHNICAL BID (Including Unconditional Acceptance)**

To,

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

**Sub: Engagement of Consultant for Assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International Airport - reg.**

Dear Sir,

With reference to your RFP Document No. 05/2025-26 dated.....,I/we, having examined all relevant documents and understood their contents, hereby submit our proposal for selection as Consultant for Assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International Airport and declare as follows:

1. I, [Name], [Designation], of [Name of the Bidder], a Private Limited/ Limited 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 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. 05/2025-26 conditions in its entirety for the above Work.
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. We hereby confirm that the particulars given above are factually correct and nothing is concealed or misrepresented.
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 declare that:
  - I/We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - 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 do not stand declared ineligible/ blacklisted/ banned/ debarred by the AERA from participation in its procurement processes; and/ or
  - I/ We are not convicted (within three years preceding the last date of RFP submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of the Government of India from participation in procurement processes of all its entities for following offences in this regard.
    - 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 hereby certify that technical documents and financial quote are submitted separately.
8. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidder. I/ We understand that you are not bound to accept the lowest or any bid you may receive against this RFP document.
9. I/ We understand that the issue of the RFP document does not imply that the AERA is bound to select a bidder. The AERA reserves its right to accept or reject any or all bids, abandon/ bypass/ cancel the RFP/ bidding process and issue another RFP for the same or similar Services before or after opening the bid.

I/ We understand that you would have no liability to the affected bidder or bidders or any obligation to inform

the affected bidder or bidders of the grounds for such action(s).

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 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.
12. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the proposal due date of the RFP, as required in the RFP document, or for a subsequently extended period, if any, agreed to by us.
13. 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.
14. 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.
15. 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.
16. 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.
17. I/We agree and undertake to abide by all the terms and conditions 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><b>Engagement of Consultant for Assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International Airport</b></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>Corporate Identify No. (CIN):</p> <p>PAN No.:</p> <p>GSTIN No.:</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>
	<p>[Signature, name and designation of the Authorised Signatory]</p> <p>For and on behalf of .....</p> <p>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 “**Engagement of Consultant for  
Assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International  
Airport**”, including but not limited to signing and submission of all applications, proposals and other documents and  
writings, and providing information/responses to the AERA, representing us in all matters before the AERA, signing  
and execution of all contracts and undertakings/declarations consequent to acceptance of our proposal and generally  
dealing with the AERA in all matters in connection with or relating to or arising out of our Proposal for the said Project  
and/or upon award thereof to us till the execution of appropriate Agreement/s with the AERA.

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

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

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

Witnesses:

- 1.
- 2.

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.

**Assignments Details of the Bidder**

S. No.	Details of assignment of consultancy services (providing the scope of work conducted)	Year of Assignment
1		
.		
.		
.		
.		
.		

**Notes:**

1. The details to be provided by the participating bidder in this Form is only for information and will not be used in the evaluation process of this RFP in any manner whatsoever.
2. Bidder may at its own discretion list some (any number) of assignments related to the assignments of the Team Leader, as mentioned in clause 3.3 (v) (1) of the RFP.

**(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, and Aviation Expert)****for Experience of Key Personnel**

[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 qualification (minimum) in terms of clause 3.3 (v) of the RFP: (Please mention YES/NO)\_\_\_\_\_

*Notes:*

- (i) Please attach self-attested (by the proposed Key Personnel) copies of certificates (degree/diploma etc.) with this CV in respect of above mentioned educational qualifications.
- (ii) Please fill the month and year respect of each of the above mentioned qualification.

7. 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)]	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. <b>NOTE:</b> Only projects/ assignments falling under the 'Eligible Assignments' [column (E) of clause 3.3(v)] to be mentioned here. Period of assignment not required. (f)
1						
.						
.						

.						
		Total Period of employment relevant to the experience (reference clause 3.3 of RFP) (In Years and months)		.....		

8. Whether the total period of employment relevant to the experience as given above (in sr. no. 8) fulfil the requirement of minimum experience (in years) – post essential qualifications as given in Column (D) of clause 3.3 (v) of RFP: Write YES/NO.

*Notes:*

- Any project/assignment which does not fall under the eligible assignment of Column (E) of clause 3.3.(v) should not be mentioned.*
- 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:**

- I am willing to work on the assignment/ project and I will be available for the entire duration of the Consultancy assignment as required.
- 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.
- 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:**

- Use separate form for each Key Personnel.**
- 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

#### Engagement of Consultant for assisting AERA in determination of tariff for aeronautical services in respect of Bhogapuram International Airport

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. 05/2025-26 (“**RFP**”) for engagement of consultant for assisting AERA in determination of tariff for aeronautical services in respect of **Bhogapuram International Airport** for the control period FY 2027-28 to FY 2031-32 (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 Letter of Award dated.....; and

In pursuance of the Letter of Award 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 Experts, and Aviation Expert read with the provisions of Clause 3.3 of the RFP No. 05/2025-26;
- l) **“RFP”** means the Request for Proposal (RFP) No.05/2025-26 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. 05/2025-26 and clarifications, corrigendum, addendum, etc. issued by the Authority pursuant thereof.
- d) Contract Order / Letter of Award

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

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

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

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

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

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

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

## **1.7 Notices**

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

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

## 1.8 Location

The Services shall be performed, delivered at the offices of the Authority or any other place of the Authority as required, in accordance with the provisions of RFP No. 05/2025-26 and at such locations as are incidental thereto, including the offices of the Consultant.

## 1.9 Authorized Representatives

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

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

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

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

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

## 1.10 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay statutory taxes as may be applicable as part of the subject 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 effective upto a period 06 months from the date of the handing over of Multi Year Tariff Proposal of Bhogapuram International Airport to the selected Consultant.

- 2.3** **Time Period for Issuance of Tariff Order:** The Consultant will be given 06 Months for completing the tariff determination exercise and issuance of tariff order for the Bhogapuram International Airport. The period of 06 months would commence from the date of handing over of the MYTP of the Bhogapuram International Airport to the Consultant by AERA. Multi Year Tariff Proposal (MYTP) will be provided to the consultant only after acceptance of the Letter of Award (LOA).
- 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, for excusable delay not attributable to Consultant without any liquidated damages and financial implication to AERA.
- 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. 05/2025-26 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 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 2.10.1, 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 2.9 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 9 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. 05/2025-26 and Clause 3.2 of this agreement;
- h) 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 2.10.2, 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 2.5 or 2.10 hereof, or upon expiration of this Agreement pursuant to Clause 2.2 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 2.10.1 or 2.10.2 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 2.10.1 or 2.10.2 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 2.10.1 or in Clause 2.10.2 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 2.10.6 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”) in the RFP. 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. 05/2025-26 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 one year 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 assignment 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 document/ information/ data 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 any Third Party appointed by the Consultant) 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 any Third Party appointed by the Consultant) 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 the currency of the assignment [i.e., till completion of milestone/ activity 4 as given in clause 2.4(d) of the RFP], 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, during the said period.

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

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

during office hours.

#### **4. CONSULTANT's KEY PERSONNEL**

##### **4.1 General**

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

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

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. 05/2025-26.

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

##### **5.1 Assistance in discussions, meetings, clearances etc.**

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

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

##### **5.2 Access to Airport under this Contract**

The Authority shall make best efforts to ensure that the Consultant have access to the Airport under this Contract for the performance of contract.

##### **5.3 Payments**

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

##### **5.4 Change in Applicable Law**

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

#### **6. Deliverables and Payment Schedule:**

Agreement Value of the assignment: Rs...../- (Rupees... only) on the basis of financial quote in the tender document and subsequent negotiations, if any. Payment will be released as per the Section 5 of the RFP No. 05/2025-26.

##### **6.1 Currency of payment**

All payments shall be made in Indian Rupees.

##### **6.2 Mode of billing and payment**

- (i) The Authority shall make best efforts to release the payment due to the Consultant within 45 (forty five) days after the receipt by the Authority of duly completed bills with necessary particulars and acceptance thereof by the competent authority of AERA.
- (ii) The Consultant shall be paid as per the Payment Schedule at clause 6 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. 05/2025-26.

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 :** As per GeM GTC.

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, and Aviation Expert)**

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

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

1. In consideration of the Airports Economic Regulatory Authority of India (hereinafter called 'the AERA') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the Consultant'] from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between

and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Consultant of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We,

\_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [Consultant] do hereby undertake to pay to the AERA an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the AERA by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the AERA any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

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

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

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

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

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

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