

# **E – Bid Document**

**Expression of Interest (EOI) cum Request for Proposal (RFP)**

**Selection of a consultant for preparation of Techno-Economic Feasibility Report (TEFR) for the development of a greenfield airport near Jewar**

Location: Gautam Budh Nagar District, Uttar Pradesh

**Number: YEIDA/2017/\_\_\_\_\_**

Date: 11 November, 2017

**Issued by:**



Yamuna Expressway Industrial Development Authority

First floor, Commercial complex. P-2, Sector- Omega 1

Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308

## Disclaimer

This e-Bid document for “Selection of a Consultant for preparation of Techno-Economic Feasibility Report (TEFR) for the development of a greenfield airport near Jewar” contains brief information about the scope of work and selection process for the Successful Bidder (or “Consultant”). The purpose of the e- Bid document is to provide the Bidder/ Consultant with information to assist the formulation of their application. The services related to the preparation of TEFR- (technical and commercial) and bid process management and contract finalisation as envisaged by the Authority will further be known as “the Project”

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition. Yamuna Expressway Industrial development Authority (YEIDA) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the EOI cum RFP Document.

YEIDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

YEIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. YEIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

## Data Sheet

1	Name of the Bid	Selection of a consultant for preparation of Techno-Economic Feasibility Report (TEFR) for the development of a greenfield airport near Jewar
2	Time-period of contract	32 weeks
3	Method of selection	Combined Quality Cum Cost Based Selection (CQCCBS): 70:30
4	Bid Processing Fee	Non-refundable fee of INR 50,000 + GST (through RTGS only)
5	Earnest Money Deposit (EMD)	Refundable amount of Rs 5,00,000/- (through RTGS only)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Sh Shailender Bhatia (OSD) Yamuna Expressway Industrial Development Authority First floor, Commercial complex. P-2, Sector- Omega 1 Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308 Email: <a href="mailto:osdskb@yamunaexpresswayauthority.com">osdskb@yamunaexpresswayauthority.com</a> Website: <a href="http://yamunaexpresswayauthority.com/">http://yamunaexpresswayauthority.com/</a>
8	Bid Validity Period	180 days
9	Bid Language	English
10	Bid Currency	INR
11	<b>Schedule of Bidding Process</b>	
	Task	Key Dates
	Uploading of Bid	11/11/2017 (Saturday)
	Last date of receiving queries	22/11/2017 (Wednesday)
	Pre-bid conference	24/11/2017 (Friday)
	Bid due Date	08/12/2017, 1500 hrs (IST) (Friday)
	Opening of Technical Bids	11/12/2017, 1530 hrs (IST) (Monday)
	Technical presentation	To be communicated later
	Opening of Financial Bid	To be communicated later
	Issuance of Letter of Award (LOA)	Within 30 days of selection of Bidder
12	Consortium to be allowed	Yes. Maximum of 3 members and the responsibility of each consortium member shall be clearly defined in the Approach and Methodology section of the proposal
13	Sub-contracting is allowed	Yes
14	Account details	<b>(a): For Bid processing fee</b> Account No: 49960100000031 IFSC Code: BARB0YEIDAX

		<p>Bank Name: Bank Of Baroda, Omega, Greater Noida, UP <b>(b): For EMD</b> Account No. 49960100000032 IFSC Code: BARB0YEIDAX Bank Name: Bank Of Baroda, Omega, Greater Noida, UP</p>
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## 1. Introduction

YEIDA, on behalf of Government of Uttar Pradesh intends to develop a Greenfield airport (henceforth referred to as “Airport”) north of Jewar village, Dist. Gautam Budh Nagar, Uttar Pradesh (henceforth referred to as “Site”).

The project was conceptualised in 2004. A draft Techno-Economic Feasibility Report (TEFR) was prepared by L&T Rambol Consulting Engineers in 2004 and revised in 2008. YEIDA now intends to appoint a consultant to revise the TEFR.

Following are the broad objectives of the proposed consultancy assignment:

- To delineate the Airport land at proposed Site for which the Site clearance is awarded
- To identify the technical and economic factors influencing development and operation of proposed Airport and carry out the Site specific surveys/ studies
- To prepare the concept Master Plan for the proposed Project as per the latest applicable guidelines
- To prepare a financial model and structure the Project
- To undertake Environmental and Social Impact studies
- Facilitate approvals at various stages from relevant Government Organisations
- Facilitate Bid Process Management for the selection of a Developer

Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected consultant. Hence YEIDA is inviting Technical and Financial Bids for the same.

All communications should be addressed to:

CEO

Yamuna Expressway Industrial Development Authority

First floor, Commercial complex. P-2, Sector- Omega 1

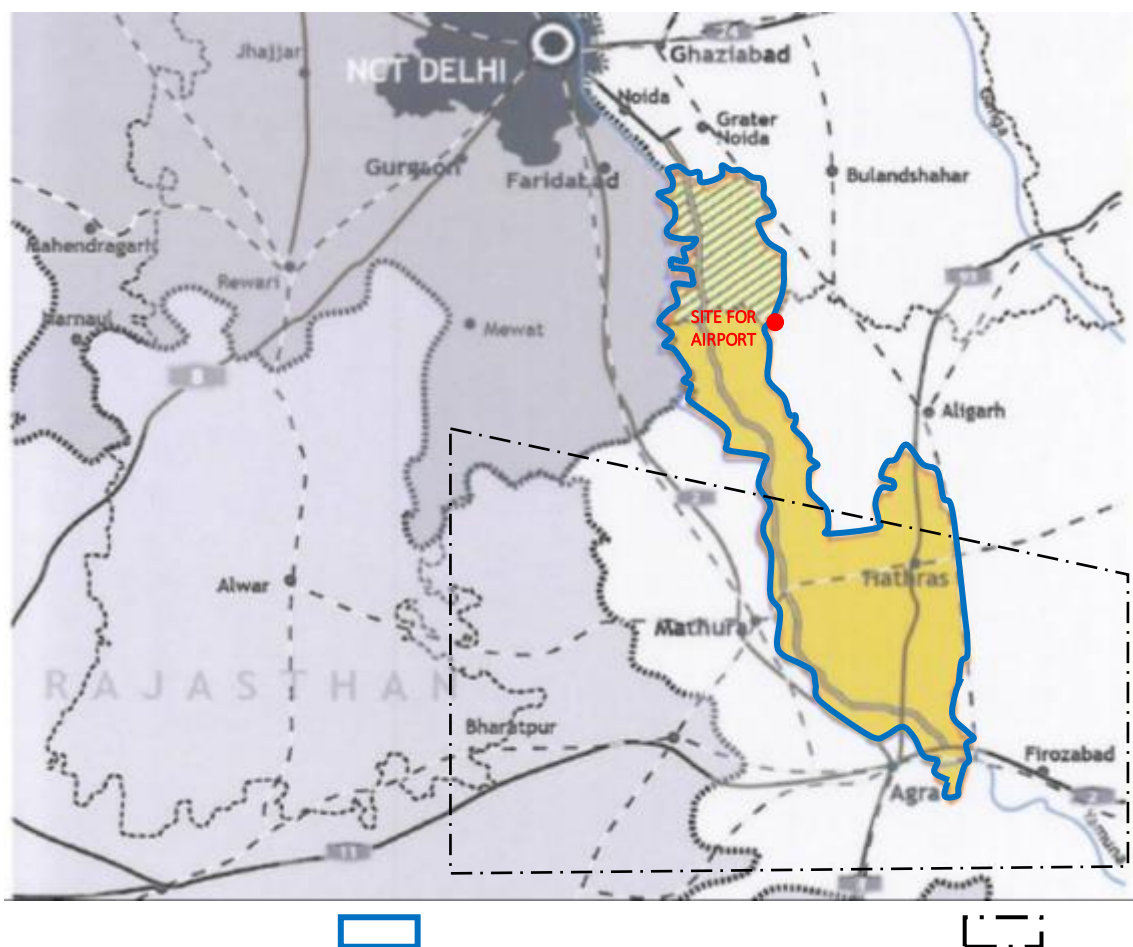
Gautam Budh Nagar, Greater Noida, Uttar Pradesh, 201308

Email: [osdskb@yamunaexpresswayauthority.com](mailto:osdskb@yamunaexpresswayauthority.com)

## 2. Terms of Reference

The international Airport is proposed to be developed at Jewar village, Gautam Budh Nagar District and currently the development of the area falls under the jurisdiction of Yamuna Expressway Industrial Development Authority (YEIDA).

Jewar is located in the suburbs of Greater Noida about 60 km. from Noida, 40 km from Greater Noida, 33 km from Gautam Buddha University and 35 km from Khair. It is on the northeast bank of the Yamuna River, between 28.13° North latitude and 77.55° East longitude at a height of 195 metres (639 feet) above mean sea level.



The Project is sub divided into two key tasks as described below:

- Task I: Preparation of TEFR document
- Task II: Undertake Environment and Social Impact Assessment
- Task III: Bid Process Management and contract finalization

## 2.1. Scope of services

### 2.1.1 Task – I: Preparation of TEFR document

The Consultant shall carry out a detailed review of the existing TEFR prepared by L&T Ramboll in 2004 and revised in 2008 and identify the area/aspects of the study which can be retained in the current context.

Based on the output from above, where possible, information in the earlier TEFR study shall be utilized in order to reduce the scope of work and time required to complete the Project. The activities include under this task are revision/updation of need assessment, assessment of the identified location (north of Jewar village, Dist. Gautam Budh Nagar, with coordinates 28 09'N and 77 35'E), requirements and identification of optimal facilities etc. The report would, amongst other things, include revision of block cost estimate, risk assessment and allocation, financial viability of the Project, optimal value for money, methods of delivery and strategy for optimization of Project structure as per the various implementation options.

The Consultant would further evaluate the feasibility of the Project and this would include (but not limited to) the following major parameters:

- Demand and Market assessment study
  - Analyse the air traffic growth trends and subsequent projections on the demand & supply scenario for
    - Aviation Hub &FBO facilities
    - MRO facilities
    - Aerospace/Defence manufacturing industries.
  - Regulatory framework overview and approval/clearances required
  - Fiscal & other Government incentives
  - Major primary and secondary zones for the proposed development and its scheduling
  - Potential demand expected to be generated for the Project.
- Case Study and Best Practices
  - Identification of similar/ comparable projects and developments across benchmark countries - across business aviation, parking, cargo and MRO/ FBO hub
  - Study of major parameters including
    - Project size and location
    - Infrastructure/ facilities offered
    - Target markets – Primary & Secondary Catchment areas
    - Project Structure
    - Critical risk & success factors
- Assessment of the Project Site:
  - Geographic and meteorological perspective of the Site including visibility and rainfall data
  - Location on Survey of India Topo sheets, list and location of DGPS pillar locations, list and location of DGPS control points, other topographic details, photographs of the Site etc.
  - Regional connectivity and the accessibility of the site: the consultant shall review the existing connectivity of the site and propose additional connectivity requirements to ensure seamless and fast travel to the airport



- Aviation sector study
  - Analyze the air traffic growth trends and subsequent projections on the demand & supply scenario for:
    - Aviation Hub & FBO facilities
    - MRO facilities
    - Aerospace/Defence manufacturing industries
  - Regulatory framework overview and approval/clearances required
  - Fiscal & other Government incentives
  - Attractiveness of the identified Site in Gautam Budh Nagar District, Uttar Pradesh for the envisioned facilities/components
  - Major primary and secondary zones for the proposed development and its scheduling
  - Potential demand expected to be generated for the Project.
- Traffic Demand Assessment
  - Conduct a detailed assessment of expected passenger & cargo traffic at the proposed facility over the proposed design (time) horizon. Project catchment area with respect to international and domestic operations for both passenger and cargo would also be determined.
  - The Consultant shall assess the influence zone of the proposed Greenfield airport; delineate this influence region by air, rail & road based transport modes, with respect to the existing and proposed Origin & Destination (O-D) pattern and the economics of introduction of new activities.
  - The Consultant shall assess the requirements of the transporters, carriers, tour operators etc., and identify the facilities to be provided at the proposed airport.
  - The Consultant shall assess and present a reasonable forecast of air, rail and road traffic volume and requirements for passengers/tourists and goods/ commodities. Based on the growth pattern, the base traffic estimated to be handled shall be projected over a time horizon of 35 years. The projections in intervals of 5 years i.e.5th, 10th, 15th year etc. shall be made to assess the facility requirements over a period of time.
  - Based on the Traffic Demand Assessment, the Consultant should recommend the category of the Airport and whether it should operate as a domestic or an international airport with ICAO code.
  - The report shall provide salient inputs for structuring the Project on PPP mode, arrive at the best pattern of capital structure and highlight the selection criteria and process of selection of the private partner.
- Economic and Financial Viability

The Consultant shall undertake economic and financial feasibility for the Project. The analysis shall inter-alia cover the following:-

  - Cost Estimates: The Consultant shall make a cost estimate for development, operation and maintenance components involved in the proposed Airport
  - Phasing of the Development: The Consultant shall phase out the development so as to optimize the investment requirement for the development of the Project
  - Revenue Estimate: The Consultant shall identify and estimate the various sources of revenue that can be generated from all sources in the operation of the Project and other development
  - Cash flow analysis: The Consultant shall perform a cash flow analysis on the operation of the Project

- Financial model: The Consultant shall prepare a financial model to assess the key financial parameters such as Project IRR, Equity IRR, DSCR, cash flows etc.
- Sensitivity analysis: The Consultant shall carry out sensitivity analysis using the financial model to understand impacts of specific variables such as traffic, costs, tariffs, means of financing etc. on Project financials
- Examine the options and feasibility of financing the Project on various modes with least cash / non-cash contribution
- Break-even analysis shall be conducted for the Project which clearly specifies the break-even point (number of passengers), break-even capacity (%), break-even income, contribution per passenger and other factors
- Financial models with options for different debt/equity mix and interest rates shall be prepared for various scenarios
- The Consultant shall carry out economic impact analysis and work out the Economic Rate of Return (ERR) for the Project. Principal financial viability indicators of the Project including the Internal Rate of Return shall be worked out by the Consultants based on projected profitability
- The Consultant shall adopt suitable methodologies to assess the key economic benefits likely to be generated from the Project in the form of direct, indirect and induced impacts
- The assessment of benefits during both construction and operational phases of the Project shall be assessed
- Preferred institutional framework  
The Consultant shall examine the institutional framework as proposed in existing TEFR with respect to the present context and update the proposed legal and institutional framework, for implementation, operation and maintenance of the Project. This would also include policy decisions by the Government, amendments to the existing Acts, etc., as may be required.
- Concept Master Plan  
Based on the results of the traffic forecasts, the Consultant shall review the planning requirements as provided in existing TEFR over a 35 year planning horizon for the facilities to handle the projected traffic. Based on the findings, the consultant shall revise the concept master plan which should include, inter-alia, the requirements for the following:
  - Number and length of Runways and taxiways and number of aircraft parking stands. These should be designed for the Critical Aircraft type that is selected and proposed by the Consultant with scope for expansion
  - Passenger terminal and Cargo terminal
  - Identification and assessment of potential cargo that can be economically handled at the Airport
  - Work out the economics of stopover of the over-flying crafts at Airport
  - Assessment of possible diversion of cargo movement from other airports
  - Parking for cars, buses, cargo vehicles and staff vehicles
  - Communications & navigational aids, airfield lighting and meteorological facilities in compliance with applicable standards
  - Interface with possible modes of surface transport
  - Accommodation requirement for tourists at the Airport
  - Interface of other tourism related infrastructure and facilities with Airport and existing tourist orientation

- External utilities including safety requirements for Fire
- Security and surveillance and
- Other services which are necessary for the Airport

The Consultant shall re-assess the land requirements, for the various components of the Greenfield airport and other City Side Developments which will generate non-aviation revenue at the airport Site

The Consultant shall also determine the phase-wise development of the project and shall clearly delineate exact extent of land parcel required for first phase of the project development.

With the above identification of the key facilities and associated areas, the concept Master Plan shall be prepared showing the location of all airport facilities and ensure that the city side development proposals are properly integrated with the overall development. The Consultant shall chalk out bulk land/space allotment for various users in the Concept Master Plan

A presentation on the concept Master Plan would be made by the Consultants, based on which inputs from YEIDA/Government should be taken and the plan should be accordingly modified/fine-tuned, before embarking on further detailed studies

- Disaster Risk concerns on site and mitigation strategy
- **Performance standards:** The Consultant would examine the available and emerging state-of-the-art technology for efficient and cost effective operations and management for the whole Project. Consultant would specify minimum performance standards and other output specifications expected from the Developer of the Project
- **Project Implementation and Structuring Options.**
  - Evaluation of the most suitable Project structuring option for development - PPP, JV etc.
  - Determining the indicative structure for developing the Project - Optimize the Project structure under various implementation options;
  - Demarcation of the roles of the key stakeholders
  - Definition of the institutional framework for implementation of the Project
  - Risk Analysis – Mitigation measures for various risks such as natural hazards, development risk, regulatory risk, commercial risk, financial risk, security risk or any other risk associated with the project etc.
- **Obtaining statutory clearances**
  - Preparing details of statutory clearances required based on the present statutes and obtaining such clearances
  - Approval/License from DGCA/ICAO, Airports DCA of India, Ministry of Defense, and any other clearances as may be required
  - Approvals and clearances from local authorities
  - The consultant shall also be responsible for obtaining approval of Techno-Economic Feasibility report and bid documents from the state and central government as required.
  - The consultant has to ensure that all requirements of Guidelines for setting up of Greenfield Airport issued by Ministry of Civil Aviation, Government of India are complied with.

<b>Deliverables under Task I</b>
Deliverable 1 – Submission Inception Report
Deliverable 2 – Submission Draft Techno-Economic Feasibility Report
Deliverable 3 – Submission Final Techno-Economic Feasibility Report

## 2.1.2 Task II: Environment and Social Impact Assessment

Parallel to Task I the consultants shall also undertake necessary primary and secondary surveys to prepare complete Environment Impact Assessment Report (EIA), Social Impact Assessment (SIA) Report and Resettlement and Rehabilitation (R&R) plan for Project Affected People (PAP's). The key activities include (but are not limited to) the following:

- **Undertake ESIA studies**
  - Preparation of Form 1, Form 1A and conceptual plan
  - Submission of Form 1, Form 1 A and conceptual plan to State Expert Appraisal Committee (SEAC)/ Expert Appraisal Committee (EAC)
  - ToR finalisation & presentation
  - Follow-up for obtaining Approved TOR from SEAC/ EAC
  - Start EIA process
  - Primary and secondary data collection and generation for preparing EIA/ EMP report
  - Collecting various baseline data on different environmental and social parameters including household level data and demographic profiling
  - Impact analysis by experts
  - Suggest specific policies and strategies to minimize air, water, noise, energy and land pollution
  - Suggest strategies to improve efficient use of natural resources by (a) minimizing wastes (b) encourage recycle and reuse (c) greater use of non-conventional sources and technologies and by, (d) maintain adequate green cover
  - Undertaking public consultations if applicable and getting requisite clearances
  - Preparation of Final EIA and EMP report
  - Preparation of Final SIA report and R&R plan
- **Public consultation in coordination with the Authority**
- **Obtain requisite approvals from relevant authorities as per MoEF guidelines**
  - Prepare/gather all the information as per application format or checklist format as desired by regulatory authority for obtaining EC for the project.
  - Submission of application and necessary documents to the concerned Authorities
  - Presentation to concerned Authorities for ensuring approvals
  - Procure Environmental Clearance (EC) for the project

<b>Deliverables under Task II</b>
Deliverable 4 – Submission EIA & EMP report
Deliverable 5 – Submission of SIA report and R&R plan
Deliverable 6 – Obtaining EC

### 2.1.3 Task III: Bid process management for selection of developer

Bid process management for the selection of developer would include but not be limited to the following activities:

- Before preparing the tender document the consultant will undertake a quick assessment of the market to have an understanding of the developers that would be interested in bidding for the project and reach out to them to inform about the opportunity. The finding from this rapid market assessment shall be useful while preparing the tender document.
- The project shall be tendered, in most likely case, following the requirements of the two stage bidding process and hence the first task would be to prepare an Expression of Interest (Eol) document for shortlisting the interested developers. The Eol document shall list the following:
  - Brief description of the project including general information about the project structure
  - The qualifying criteria for the project
  - The key timelines and expected outcomes
- Preparation of Notice Inviting Tender (NIT) and assistance in advertising in National and Global media so as to ensure that adequate coverage and publicity is given to the tender
- Preparation of tender documents (RFP):
  - The Tender would be an international tender, hence the document will be a very comprehensive document prepared after a detailed review of similar projects undertaken across the globe, and detailed deliberations with the Authority. The document should address all aspects that have implications on the project which include site surveys, geotechnical investigations, etc.
  - The technical and financial formats should be in so much detail as to enable the Authority to undertake comprehensive review.
  - The financial formats should include all cost with maximum detailed break-up at each level to enable the Authority to take an informed decision
  - A Draft Concession Agreement to be signed between the selected Developer and the YEIDA has to be prepared by the consultant, based on the best industry practice and the risk matrix developed in the project report. It would include but not limit to, the terms of Concession; conditions precedence; financial closure, services to be provided; output based specifications of the project; obligations of the private sector player; construction work requirements, operation & maintenance requirements; events of defaults, consequences of defaults, risk & responsibility, events of force majeure, dispute resolution, institutional framework including requirement of independent quality control consultant /steering committee etc., financing, lender's rights, transfer of facility, and other legal and related clauses and all the other relevant details required for the project on PPP or any other selected mode.
  - The technical, financial, legal schedules, which would be integral part of Concession Agreement would cover; brief of existing site; scope of work of buildings as per building bylaws and Regulation, broad specification for construction; operation & maintenance of the facility during the concession; minimum implementation & operational standards, detailed scope of activities/work for the facility, financing arrangements, indicative list of clearances, formats of various other agreements required for the project in support of the Concession.
  - The tender will be considered, finalized and ready for publishing/uploading only when all aspects have been addressed and approval is granted by the Authority. The consultant would have to make presentations on all aspects of the tender document as may be necessary to address all queries of the Authority and other key stakeholders.

- The EOI and subsequent RFP document will be prepared in accordance with the UP Government guidelines for PPP project and the Consultant would assist the Authority in seeking all approvals from the Government of Uttar Pradesh which would include presence at all meeting and presentations to be made at Lucknow
- Technical evaluation of proposals received from developers:
  - The Consultant shall assist the Evaluation Committee to evaluate the tenders received.
  - The Consultant shall prepare detailed evaluation criteria for marking the proposals. The evaluation criteria should take note that the tenders are responsive to each requirement and that no limitation clauses are included in the proposal.
  - The Consultant shall undertake a first level detailed screening of the proposals received and give an assessment on the marking sheet developed for the same, and provide the assessment to Evaluation Committee.
  - The Evaluation Committee shall then undertake another detailed review and make its own decision.
- Financial evaluation of the proposal received
  - The process for evaluation of financial proposal shall be similar to the one followed for evaluation of technical proposal.
  - The Consultant shall provide the Evaluation Committee with a sheet providing comparison of the figures quoted by the various bidders.
- Assisting in selection of suitable developer through a transparent and competitive process
  - Based on the technical and financial scoring, the consultant will assist the Authority in overall marking based on criteria agreed while drafting the RFP document.
- Documentation of various activities and support to the Authority.

<b>Deliverables under Task III:</b>
Deliverable 7 – Expression of Interest
Deliverable 8 – Request for Proposal including draft Concession Agreement
Deliverable 9 – Technical evaluation report
Deliverable 10 – Financial evaluation document

## 2.2. Timeline and payment milestone

#	Deliverable	Timeline (t=0) from signing of Letter of Acceptance (LoA)	Payment
<b>Task I</b>			
1	Submission of Inception Report	T+2 weeks	10% of Task I fee
2	Submission of Draft Techno–Economic Feasibility Report	T+20 weeks	40% of Task I fee
3	Submission of Final Techno – economic Feasibility Report	2 weeks from receipt of final comments from the Authority	50% of Task I fee
<b>Task II</b>			
4	Submission EIA & EMP report	T+24 weeks	25% of fee for task II

#	Deliverable	Timeline (t=0) from signing of Letter of Acceptance (LoA)	Payment
5	Submission of SIA report and R&R plan	T+12 weeks	25% of fee for task II
6	Obtaining EC	T+32 weeks	50% of fee for task II
<b>Task III</b>			
7	Submission of draft EoI, draft RFP including draft Concession Agreement	T+30 weeks	-
8	Submission of Final RFP including draft Concession Agreement	2 weeks from receipt of final comments from the Authority and State Government	25% of fee for task III
9	Submission of Final EOI document	T+30 weeks	15% of fee for task III
10	Submission of Evaluation report – Expression of Interest	2 weeks from the receipt of EOI responses	15% of fee for task III
11	Submission of Technical and Financial Evaluation reports – RFP document	4 weeks from the receipt of proposals (response to RFP)	15% of fee for task III
12	On signing of Concession Agreements	-	30% of fee for task III

### 2.3. Data

The Consultant shall be required to conduct appropriate primary research and judge the suitability of the data accessed from external sources or field studies. Further, the consultant may also be requested to provide detailed explanations on methodology employed for data used during meetings / discussions with Department of Civil Aviation, Uttar Pradesh.

The CDs/DVDs containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings shall be submitted to Authority in editable formats at the time of the submission of the Final Report. The data can be classified as follows:

- Feasibility/Market Data
- Economic and Financial Analysis
- DVDs/ CDs containing all data including the financial model (in editable format) which has been specifically developed for the project.

The DVDs/CDs should be properly indexed and a catalogue giving contents of all floppies/CD's and print-outs of the contents (data from field studies topographic data and drawings) should be handed over to Authority at the time of submission of the Final Report.

### 2.4. Team

The Bidder will provide relevant workforce in sufficient numbers. The core team shall constitute of the members as defined below:

#	Position	Qualifications and experiences
1	Project Director	<ul style="list-style-type: none"> <li>• Should be a postgraduate/MBA/Transport Planner/equivalent from a reputed institute with at least 20 years of experience in managing projects in the infrastructure/Transport/ Aviation sector.</li> <li>• Should have successfully closed infrastructure projects with value above 1,000 crore on PPP basis and have experience of working in minimum</li> </ul>

#	Position	Qualifications and experiences
		one Airport project
2	Project structuring and PPP Expert	<ul style="list-style-type: none"> <li>• MBA (Fin)/Masters in Economics/CA with over 10 years of experience in Financial/Transaction advisor on infrastructure projects with value above 1,000 crore.</li> <li>• Should have experience of working in minimum one Airport project</li> </ul>
3	Aviation Expert	<ul style="list-style-type: none"> <li>• Should be Civil/Mechanical/Aeronautical Engineer with over 10 years of experience in aviation sector projects. He/she should have demonstrated experience in planning &amp; development of airport and related projects</li> </ul>
4	Transport Expert	<ul style="list-style-type: none"> <li>• Should be a post graduate in Transport planning/ Engineering with over 10 years of experience in transport infrastructure sector.</li> <li>• Experience of working in minimum one Airport project is desirable</li> </ul>
5	Planner	<ul style="list-style-type: none"> <li>• Should be Masters in Planning with an Architecture background and over 10 years of relevant experience including infrastructure/ Heliport/ Airport/ Aviation hub projects</li> </ul>
6	Utility/ Infrastructure Expert	<ul style="list-style-type: none"> <li>• Should be post-graduate in planning/engineering with minimum 8 years of relevant experience including infrastructure/ Heliport/ Airport/ Aviation hub projects</li> </ul>
7	Financial specialist	<ul style="list-style-type: none"> <li>• Should be an MBA (Finance)/CFA/CA with minimum experience of 10 years in providing financial advisory, preparation of financial model and structuring of aviation/ PPP Infrastructure projects including airports</li> </ul>
8	Legal Expert	<ul style="list-style-type: none"> <li>• Should be a BA(LLB)/equivalent with over 10 years of expertise in large infrastructure projects including airport projects</li> <li>• Should have experience of drafting Concession Agreements and specific experience of Airport Agreement</li> </ul>
9	Environmental expert	<ul style="list-style-type: none"> <li>• Master in Environmental studies or related field with min 10 years of experience</li> <li>• Should have demonstrable experience in undertaking EIA's of projects over 200 cr in value, and should have got EC from MoEF</li> <li>• Should have managed teams as team leader in EIA/SIA projects.</li> <li>• Publications in technical/research journals and membership of professional bodies/national and international committees is preferred.</li> <li>• Experience of undertaking EIA/SIA for aviation sector is an added advantage</li> </ul>
10	Social Expert	<ul style="list-style-type: none"> <li>• Masters in sociology/socio-economy or related field with min 10 years of experience</li> <li>• Experience of undertaking minimum 5 SIA assignments preferably aviation/transport sector projects value above 200 cr</li> <li>• Experience of design and development of format/questionnaire for base line survey and impact assessment studies</li> </ul>

Additional support staff shall be proposed by the consultant

The Bidder shall also provide a detailed workplan and short CVs of support staff as proposed for effective Project delivery.



### 3. Instructions to Bidders

#### 3.1. General instructions

- i. A Bidder is eligible to submit only one proposal for the Project. A Bidder applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to "Selection of a Consultant for Preparation of Techno-Economic Feasibility Report (TEFR) for the development of a greenfield airport near Jewar", and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that YEIDA's decisions are without any right of appeal whatsoever.
- v. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- vi. An Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- vii. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to YEIDA before the last date for receiving queries/clarifications.
- viii. YEIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by YEIDA.
- ix. The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.
- x. Any new taxes or any statutory variation [which comes into effect after the last date of submission of Bid) on any item during the contractual completion shall be to the Employer's account for which the Bidder shall furnish the documentary evidence in support of their claims. However, any increase in cost due to new taxes or change in existing taxes introduced during extended contractual period due to Bidder's fault shall be to his account.
- xi. The quoted lump sum price should be inclusive of all taxes and expenses like boarding, lodging, travel expenses of all kinds in domestic/ overseas country(ies), site visits etc.

### 3.1.1. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- ▶ made a complete and careful examination of the e-Bid;
- ▶ received all relevant information requested from YEIDA;
- ▶ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of YEIDA;
- ▶ satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- ▶ acknowledged that it does not have a Conflict of Interest; and
- ▶ agreed to be bound by the undertaking provided by it under and in terms hereof.

### 3.1.3. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> and on Yamuna Authority website [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) at E-link and Corporation's website [www.uplc.in](http://www.uplc.in) to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

### 3.1.4. Clarifications of e-Bid

- i. During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- iii. However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 5.8 of this e-Bid document under Fraud and Corrupt Practices.

### 3.1.5. Amendment of e-Bid Document

- i. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, Yamuna Authority website [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) and Corporation's website [www.uplc.in](http://www.uplc.in) through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or corporation's website [www.uplc.in](http://www.uplc.in) from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission

of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, and Corporation's website [www.uplc.in](http://www.uplc.in).

## 3.2. Preparation and submission of Bids

### 3.2.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

### 3.2.2. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a) **Technical e-Bid** - Technical e-Bid will comprise of :
  - i) **Fee details:** Details of Bid processing fee and prescribed EMD
  - ii) **Eligibility details:** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
  - iii) **Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this EOI CUM RFP
- b) **Financial e-Bid** – Financial Bid as per the prescribed format given in Appendix 6.6

### 3.2.3. Documents establishing Bidder's Qualification

- i) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- ii) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

### 3.2.4. E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule as furnished in the e-Bid document.

### 3.2.5. E-Bid currency

Prices shall be quoted in Indian Rupees only

### 3.2.6. Formats and Signing of e-Bid.

- i) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

### 3.2.7. Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### 3.2.8. Submission of e-Bid

- i) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- ii) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- iv) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

#### **The Bidders have to follow the following instructions for submission of their e-Bid:**

- i) For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- ii) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- iii) The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format.
- iv) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form) schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- v) Next the Bidder should upload the Bid including fee details (Bid Processing Fee). Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in

technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical (fee details, qualification details, Bid form and technical specification details) and Financial (Bid form duly signed by authorised signatory and scanned) schedules/packets can be clubbed together to make single different files for each label.

- vi) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- viii) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

### **3.2.9. Late e-Bid**

- i) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- ii) The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

### **3.2.10. Withdrawal and resubmission of e-Bid**

- i) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- ii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- iii) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

- iv) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- v) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

#### **3.2.11. Authority's right to accept any e-Bid and to reject any or all e-Bids.**

- i) Notwithstanding anything contained in this e-Bid, YEIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Authority reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by YEIDA, the supplemental information sought by YEIDA for evaluation of the e-Bid.
- iii) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

#### **3.2.12. Period of validity of e-Bid**

- i) e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority. An e-Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- ii) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

#### **3.2.13. Correspondence with the Bidder**

- i) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii) Subject to Clause 3.4.7 no Bidders or its Technical Partners shall contact YEIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- iii) Any effort by the Bidder or by its Technical Partners to influence YEIDA in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

### **3.3. Earnest Money Deposit**

#### **3.3.1. Earnest money deposit (EMD)**

- i) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- iii) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful Bidder's e-Bid EMD will be refunded after obtaining Performance Security from the Bidder and signing of the contract.
- v) The EMD may be forfeited:

- a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
- b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

### **3.4. Opening and evaluation of Bids**

Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%

#### **3.4.1 Opening of technical e-Bid**

- i) The Authority will open all Technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date and time of opening at System cell office, Yamuna Expressway Authority. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-Bid opening being declared a holiday for the Authority, the e–bids shall be opened at the appointed time and place on the next working day.
- ii) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of YEIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- iii) The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- iv) The Authority will prepare minutes of e-Bid opening.

#### **3.4.2 Evaluation of technical e-bid**

- i) Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
- ii) The Technical Bid shall be considered responsive only if:
  - a) it is received as per formats prescribed herein.
  - b) it is received by the Bid Due Date including any extension thereof
  - c) it contains all the information and documents (complete in all respects) as requested in this EOI CUM RFP;
  - d) it does not contain any condition or qualification; and
  - e) it is not non-responsive in terms hereof.
- iii) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- iv) Bidders who meet the eligibility requirements specified in Clause 4.1 hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Clause 4.1 shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause 4.1.
- v) During the evaluation process of Technical Bids, the Eligible Bidders shall be invited to deliver a technical presentation. The date, time and venue for the presentation shall be communicated at a later date. The technical presentation shall include the following:
  - a) Brief profile of the Bidder

- b) Details of consortium, if any, with defined capabilities and assigned responsibilities
  - c) Details of relevant and similar projects done in the past
  - d) Approach and methodology for project execution
  - e) Work plan
- vi) The Bidders who attain minimum 60 marks post the presentation and technical evaluation shall be eligible for the next stage and shall be the “Shortlisted Bidders”.
- vii) The Authority shall inform the Shortlisted Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

### **3.4.3 Opening of financial e-Bid**

- i) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- ii) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may sent by e-mail provided by Bidder.
- iii) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.
- iv) The Authority will prepare the minutes of the e-Bid opening.

### **3.4.4 Correction of Errors**

- i) Financial Bids determined to be responsive will be checked by YEIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii) The amount stated in the Financial Bid will be adjusted by YEIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his EMD shall be liable for forfeiture.

### **3.4.5 Evaluation of Financial Bids and selection of Bidder**

- i) Subject to the provisions of clause 3.4.2, the Shortlisted Bidder whose Financial Bid is adjudged responsive in terms of clause 4.1, shall be evaluated and compared for Financial Bids by the Authority.
- ii) Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- iii) The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.
- iv) Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.



As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A:  $100 \times 100 / 120 = 83$  points  
 B:  $100 \times 100 / 100 = 100$  points  
 C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A :  $75 \times 0.70 + 83 \times 0.30 = 77.4$  points  
 Proposal B :  $80 \times 0.70 + 100 \times 0.30 = 86$  points  
 Proposal C :  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3  
 Proposal B: 86 points H2  
 Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

- v) In the event that two or more Bidders have the same score (S), the Authority shall consider the Bidder with higher percentage share as the Preferred Bidder.
- vi) In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance or fails to comply with the provision of clause 3.5 (the "first round of bidding"), the Authority may consider the second highest scoring Bidder as the Preferred Bidder or invite fresh bids at its discretion.
- vii) To assist in the examination, evaluation and comparison of Bids, YEIDA may, at its discretion, seek clarifications in writing from any Bidder regarding its Bid, ask any Bidder for authenticating the correctness of the information/details furnished by him in his Bid. Provided, that no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by YEIDA in the evaluation of the Bids in accordance with Clause 3.4.5.

### 3.4.6 Process to be Confidential

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its

disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

### **3.4.7 Contacting the Authority**

- i) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- ii) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- iii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from YEIDA works and legal proceeding can also be initiated.

## **3.5. Award of Contract**

### **3.5.1. Award Criteria**

- i) The final Letter of Acceptance (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criterial of Bids laid in Clause 3.4.4
- ii) The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

### **3.5.2. Notification of award**

- i) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the contract.

### **3.5.3. Performance Security**

Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to 10% of the final Bid value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of YEIDA valid for six months after completion of the Project.

### **3.5.4. Signing of contract**

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

## 4. Criteria for Bid evaluation

### 4.1. Eligibility criteria

To be eligible for the qualification and short-listing, the Bidder (Lead Bidder in case of a Consortium) shall fulfill the following conditions of eligibility:

- The Bidder shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a company registered in the jurisdiction of its incorporation under the relevant laws or a or any foreign company in consortium with an Indian company, as per applicable FDI norms or a proprietorship Firm. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- The Bidder/Lead Member should have a minimum annual turnover of preferably INR 500 crores during each of the last three years ending on 31st March, 2017. The same shall be demonstrated by submitting audited financial statements for the last 3 years.
- The Bidder should have at least 5 (five) years of experience in providing aviation consultancy services in India, especially to government entities/departments. This must be demonstrated by providing project details and Work Orders of minimum 2 similar aviation sector projects undertaken in last 5 years.
- The Bidder should have a the complete core team (as per clause 2.4) available

Notes: The bidder shall submit their details, financial details, work completed/in progress by them in the Performa of Appendix-Form 1-6 of E-Bid and in compliance to checklist given in appendix 6.7 shall be considered for qualification in Eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The offers submitted without **this documentary proof shall not be evaluated**.

The Technical Bids of the Bidders fulfilling the eligibility requirements (Eligible Bidders) will be checked for their completeness and responsiveness.

Based on the submitted Technical Bid, the Authority shall award marks as per the criteria specified in Clause 4.2 and select the Shortlisted Bidders.

### 4.2. Technical evaluation criteria

- Proposals of those Bidders who satisfy the Eligibility criteria as given above will be termed as "Eligible Bidders". The credentials of all the members in case of a consortium shall be considered for technical evaluation.
- An Evaluation Committee would be formed at YEIDA for evaluation of Bids and allocate marks based on criteria given in the table below.
- Bidder's experience in respect of this criterion should be supported by documentary evidence in the form of certificate from the client, clearly stipulating the services rendered by the Consultant. In case original certificate cannot be furnished along with the Bid, the bidder should undertake to make it available for verification as and when required by YEIDA and in any case before signing the agreement

#	Criteria	Max Marks
1	<p>Bidder's experience in providing consulting services for development for Airport Project in the past ten years.</p> <p><i>Herein consulting services would include any of the following: Techno-Economic Feasibility studies, DPR preparation and Transaction Advisory Services.</i></p> <ul style="list-style-type: none"> <li>• Providing consulting services to an airport with min Project value of INR1500 Crore</li> <li>OR</li> <li>• Providing consulting services to 2 (two) airports with min Project value of INR750 Crore each (5 marks per project)</li> </ul>	5
2	Bidder's experience of providing consultancy services for one Greenfield Airport	5
3	<p>Bidder's experience in providing Technical Services for development for Airport Project in the past ten years</p> <p><i>Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport including DPR, master plan, detailed designs, surveys etc</i></p> <p>Providing technical services to 2 (two) airports with min Project value of INR500 Crore each (5 marks per project)</p>	5
4	Bidder should have successfully completed a Transport Infrastructure project on PPP basis in the past 5 year having a total project cost not less than INR 3000 Crore	5
5	<p><b>Approaches and Methodology</b></p> <p>Bidders are required to furnish the proposed Approach and Methodology and Work Plan to undertake the assignment</p>	20
6	<p><b>Team</b></p> <p>Project Director/Team Leader – 10 marks</p> <p>Other team members - 5 marks per team member</p>	55
7	<b>Presentation</b>	5
	<b>TOTAL</b>	<b>100</b>

- The maximum achievable total technical Score for any bidder would be 100. A minimum of 60 marks is necessary for qualifying in the Technical Proposal/Bid. The financial Proposal/Bid of only those bidders who achieve 60 or more technical score will be opened. The financial Proposals/Bids of bidders scoring less than 60 marks out of 100 marks for their Technical Proposal/Bid would be returned, unopened.
- The Bids of Technically qualified Bidders will be further evaluated based on CQCCBS methodology with 70:30 criteria as per methodology explained in clause 3.4 above.

## **5. General Condition (GC) of Contract**

### **5.1. General Provisions**

#### **5.1.1. Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Consultant" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state
- d) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them

#### **5.1.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **5.1.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **5.1.4. Notices**

- 5.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 5.1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

#### **5.1.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the Contract.

#### **5.1.6. Taxes and Duties**

**5.1.7.** The Professional Fee shall be inclusive of TDS and GST imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally).

#### **5.1.8. Fraud and Corruption**

5.1.8.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

- d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

#### 5.1.8.2 Measures to be taken

The Client will cancel the contract if representatives of the Consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

#### 5.1.9. Limitation of Liability

The Contract will require that the aggregate liability of the Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud in performance of the services hereunder.

### 5.2. Commencement, Completion, Modification and Termination of Contract

#### 5.2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

#### 5.2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the EOI CUM RFP or the Contract.

#### 5.2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the EOI CUM RFP or the Contract.

#### 5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

#### 5.2.5. Force Majeure

##### 5.2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

##### 5.2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 5.2.5.3 Extension of Time

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

### 5.2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 5.2.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

### 5.2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 5.2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 5.7 hereof.

### 5.2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 5.2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 5.6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, 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 sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 5.7 hereof.

### 5.2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 5.2.6.1 or 5.2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 5.5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 5.2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## 5.3. Obligations of the Consultant

### 5.3.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 5.3.2. Confidentiality

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

### 5.3.3. Documents prepared by the Consultant to be the property of the Authority

- a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
- b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
- c) Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e. Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-exclusive, paid-up, royalty free and perpetual license to use such



pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement.

#### **5.3.4. Accounting, Inspection and Auditing**

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

#### **5.3.5. Consultant's Personnel**

**Description of personnel:** The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **Removal and/or replacement of Personnel**

- a) Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **5.4. Obligations of the Client**

#### **5.4.1. Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

#### **5.4.2. Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

#### **5.4.3. Services and facilities**

The Client shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

### **5.5. Payments to the Consultant**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the Contract. The Professional Fee shall be inclusive of GST or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Consultant's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

#### **5.5.1. Penalty on delay:**

- d) If the deliverables are not submitted as per time lines given in Letter of Award, the Consultant shall be liable to pay 0.25% of the total cost of the services for delay of each week or part thereof, only on account of delay attributable to the consultant.
- e) If the deliverables are not acceptable to the Employer as mentioned in Letter of Award, for reasons of delay which are solely attributable to the fault of the Consultant, and defects are not rectified to the satisfaction of the “Employer” within 30 days of the receipt of the notice, the “Consultant” shall be liable for Liquidated Damages for an amount equal to 0.25% of total cost of the services for every week or part thereof for the delay and the delay is only attributable to the consultant’s fault.

### **5.6. Good Faith and Indemnity**

- 5.6.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 5.6.2 To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other’s affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party’s use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### **5.7. Settlement of Disputes**

- 5.7.1. This Contract shall be governed by, and construed in accordance with, the laws of India.
- 5.7.2. The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 5.7.3. In the event any dispute, controversy, or claim arising out of, relating to or in connection with this Contract, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.
- 5.7.4. In case of such failure, the dispute shall be settled by arbitration. The arbitration shall be conducted by three arbitrators. Parties will appoint one arbitrator each and the two party appointed arbitrators shall appoint the third arbitrator.. The provisions of the Arbitration and Conciliation Act, 1996 (India) shall apply to such arbitration
- 5.7.5. The arbitration proceedings shall be conducted in English language.
- 5.7.6. The law governing this arbitration agreement shall be Indian laws. The law governing the substantive agreement (underlying contract) shall be Indian laws.
- 5.7.7. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- 5.7.8. The Parties agree that the Courts at Gautam Budh Nagar and High Court at Allahabad shall alone have jurisdiction.

### **5.8. Fraud and Corrupt Practices**

- 5.8.1. The Consultant 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 E-Bid, the Authority shall reject a Bid 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 corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Consultant’s Proposal.

**5.8.2.** For the purposes of this Clause 5.8, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to 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 the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.13 of this e-Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of 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 Bidding 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 Bidding Process;
- 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 Bidding Process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **5.9. Indemnity and Liability**

**5.9.1.** To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other’s affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party’s use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

**5.9.2.** The Contract requires that the aggregate Liability of the selected Consultant under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Consultant hereunder.

## **5.10. Conflict of Interest**

**5.10.1.** The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply

of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:

- a. **Conflict between consulting activities and procurement of goods, works or services:** A firm that has been engaged to provide goods, works or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. **Conflict among consulting assignments:** Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.
- c. **Relationship with Government Department's staff:** Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;(i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

## 5.11. Determination or recession of Agreement

- 5.11.1. The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:
- 5.11.2. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 5.11.3. If the Consultant is in breach of any of terms of agreement
- 5.11.4. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers :
  - a. To determine or rescind the agreement
  - b. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

## 6. Appendix

### 6.1. Form-1: Letter of the Proposal

(On Bidder's letter head)

(Date and Reference)

To:

CEO

Yamuna Expressway Industrial Development Authority

First floor, Commercial complex. P-2, Sector- Omega 1

Gautum Budh Nagar, Greater Noida, Uttar Pradesh, 201308

**Sub: Submission of proposal for** "Selection of a Consultant for preparation of Techno-Economic Feasibility Report (TEFR) for the development of a greenfield airport near Jewar"

Dear Sir/Madam,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for \_\_\_\_\_ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Consultant for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the EOI CUM RFP Documents, including any Addendum issued by the Authority;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.8 of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with Clause 3.2.11 of the E-Bid document;

- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- 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 YEIDA in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

## 6.2. Form-2: Financial capacity of the Bidder

Sr. No	Financial Year	Average Annual Turnover (INR)
(1)	(2)	(3)
1		
2		
3		

Note: In case of Consortium, financial details shall be given in respect of each member of the Consortium agreement

### 6.3. Form 3: Details of Bidders

Name of the Firm:	
Date of registration of the Firm:	Country:
Location within Country :	
List of Professional Staff functioning in your firm:	
PAN registration Number	
GST registration number	
Copy of certificated for the following: <ul style="list-style-type: none"><li>- <i>Company registration as per Companies Act 1956/ 2013</i></li><li>- <i>PAN card</i></li><li>- <i>GST registration</i></li></ul>	

Note: The Bidder may provide additional Company profile if required but that must follow the form given above.

Signature of Authorised Person



#### 6.4. Form 4: Credential format

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below: This information shall cover the qualification requirements capable of being evaluated for pre-qualification and evaluation. Add additional sheets if necessary.

Name of the Firm:

Assignment Name:
Country:
Location within Country :
Name of Client : Address :
No. of Staff :
Start Date (Month / Year)
Completion Date (Month / Year)
Value of Services : (in INR Lakhs) :
Whether Lead or Associate
Name of Associated Firm(s) if any :
Narrative description of project and tasks undertaken by the Bidder <i>(clearly indicate the tasks taken up by the Associate of any)</i>

Signature of Authorised Person

(Copy of Work Order/contract OR Certificate from Employer regarding experience should be furnished)

Note: In case of Consortium, each member shall furnish the requisite details.

## 6.5. Form-5: CV format

The following information should be provided in the format below for each of the key personnel as specified in the document: This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed :	
NAME OF FIRM :	
NAME OF STAFF :	
DATE OF BIRTH :	NATIONALITY :
EDUCATION :	
EMPLOYMENT RECORD	
<b>From:</b>	<b>To:</b>
<b>Employer:</b>	
<b>Position Held</b>	
DETAILED TASK ASSIGNED	
WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO UNDERTAKE THE TASKS ASSIGNED	