

## **Corrigendum**

Tender Reference No RFP-AIAHL/GH Consultant dated 20.03.2024 for engagement of Consultant for study/review of Airport Ground Handling practices was uploaded on Gems portal. In accordance with the RFP document a pre-bid meeting was organized on 28.03.2024 to address the queries of the bidders regarding the said tender and in the said meeting certain queries were raised by the bidders. Thereafter, bidders sought clarifications through email as well.

The comments of AIAHL for the clarifications sought by the bidders are attached.

Sr. No.	Page No.	RFP Clause	RFP Reference Clause/ Text Requiring Clarification	Consultant's Query	AIAHL response
<b>DELOITTE</b>					
1.	Page 1	Key Events & Dates	Date & time of opening of Technical Bids: 19th April 2024 3:30 PM	Given the critical nature of AIAHLs response to the clarifications submitted by bidders, we would request at least 4 weeks from when a consolidated set of responses is issued by AIAHL as this would have a meaningful effect on the teaming structure, resources, and financial proposal submitted by bidders.	Last date of submission of bid extended to 29th April 2024
2.	Page 3	Scope of Work	3.1 Study Ground Handling practices a. In this context the bidder is required to study Ground Handling practices of countries/airports in Americas, Europe, Australia, Asia, Far East and Middle East & identify countries/airports that allow airlines to provide third party Ground Handling services along with Self Handling.	We request AIAHL to kindly provide a range for the number of airports that will need to be assessed as part of this assignment e.g 15 airports in total across the 6 regions. This will allow all bidders to estimate their effort requirements accurately.	The study should represent the ground handling practices prevailing in countries/airports as mentioned in clause 3.1 (a)
3.	Page 4	Timelines	3.4 Timeline for submission of Report This project is required to be completed within two month from date of letter of award of contract (LOA).	In order to complete the intended scope of work as discussed during the pre-bid conference, any successful bidder would require at least 4-5 months time.	The project should be completed within four months from the date of letter of award.
4.	Page 24	Appendix-I Form 3	Assignments completed in last five (5) years up to F.Y. 2022-23 shall be mentioned	Given that the COVID-19 pandemic significantly disrupted operations and tendering plans of all businesses in the last 5 years, we request for a period of 10 years for eligible projects that would thereby appropriately demonstrate the bidder's experience.	Appendix -1 Form 3 Bidders may list previously similar assignments completed in the last 10 years.
5.	Page 24	Appendix-I Form 3	List only previous similar assignments successfully completed in the last 5 years.	We request the AIAHL to confirm it will consider ongoing projects as well. There can be a plethora of reasons why a project has not been completed such as issues at the client site, which do not take away from the relevant work that has been undertaken during the delivery of a project. As long as the Letter of Award has been issued and an agreement is in place between the bidder and their client, a project should be available for the consideration of the AIAHL when evaluating bidders' relevant experience for this project.	No Change

6.	Sl. No. 3 c and d Page 23	Appendix-I Form 2	<p>c. Number of professional staff/subject matter experts working in Aviation consultancy business line in each regional office and head office</p> <p>d. Area of expertise and names of each professional staff/subject matter expert working in Aviation consultancy business in each regional office and head office</p>	<p>We request AIAHL to remove the requirement of this information. AIAHL has drafted an RFP for a specific assignment – to review the ground handling regulations in India, what a prospective bidding firm's entire payrolls are not pertinent within this context. AIAHL may choose to define more key expert positions rather than this onerous requirement/listing.</p>	<p>Indicative number of professional staff/subject matter experts working in Aviation consultancy business line in each regional office and head office be provided.</p> <p>Area of expertise and Indicative number of each professional staff/subject matter expert working in Aviation consultancy business in each regional office and head office be provided.</p>
7.	Sl. No.4 Page 23	Appendix-I Form 2	<p>Skilled Qualified Resources: A) Number of full time key personnel B) Number of experts (Aviation) on contract//employment basis C) Number of Semi-qualified personnel</p>	<p>We request AIAHL to remove the requirement of this information. AIAHL has drafted an RFP for a specific assignment – to review the ground handling regulations in India, what a prospective bidding firm's entire payrolls are not pertinent within this context. AIAHL may choose to define more key expert positions rather than this onerous requirement/listing.</p>	<p>1. Number of full time key personnel have experience in research work/policy analysis. 2. Indicative number of experts (Aviation) on contract /employment basis be provided. 3. Semi-qualified means not having experience related to Aviation</p>
8.	Sl. No.5 Page 23	Appendix-I Form 2	<p>Experience Details: A) Provide a list of client companies in the following table for which the Bidder Applicant has completed the Consultancy assignments in last 3 years. B) Provide a list of Airline / other aviation related /PSU's assignments completed in the last 10 years up to Financial Year 2022-23.</p>	<p>Given that AIAHL has already mandated specific pre-qualification and evaluation criteria for assignments in the RFP, the additional requirements requested herein are extremely burdensome. Large Consulting companies could have completed hundreds of consulting assignments during this period, listing all of them would not be of any use to AIAHL. Similarly, for aviation-related projects, the same would already be provided as per the details of Form 3. Finally, it may be noted that Statutory Auditors or CAs would not be willing/able to certify all of the details requested in this Form. Consequently, AIAHL may choose to modify this form by keeping the contents till Clause 3 as self certified by the Authorized Signatory, deleting Clause 4 and requesting a separate Turnover Certificate in a different form for the Bidder in line with the intent of Clause 5.</p>	<p>1. Indicative list of client companies in the table for which the Bidder Applicant has completed the Consultancy assignments in last 3 years be provided. 2. Indicative list of Airline / other aviation related /PSU's assignments completed in the last 10 years up to Financial Year 2022-23 to be provided</p>
9.	NA	NA	Agreement to be signed between the Bidder and the AIAHL		No change Will be provided at time of award of LOA

10.		NA	Payment terms	Kindly share the payment milestone along with % of payment. Additionally, given that the bidder will have to incur significant upfront costs at the inception of the engagement, we request at least 20% to be paid upon signing of the agreement between the parties or at the submission of the inception report.	No change
11.		Technical Proposal Evaluation – Technical Evaluation	Bidder applicants who secure 70 or more out of 100 marks will qualify in the Technical Evaluation	Given the critical importance of this project and its potential impact on the Indian Aviation ecosystem, we believe that for AI AHL to generate the ind outcomes, a QCBS system should be followed for the selection of the consultant and not the current L1 for financial evaluation. A QCBS allows consultants to demonstrate their experiences and equitably rewards them for doing so while allowing for market price discovery.	No change
12.	Page 23	Index-1 From 2	Seal/stamp of the audit firm with membership No	Audit firm with membership No may be deleted	Documents may be self certified by the authorised representative of the
<b>STEER GROUP</b>					
1.	3.1 a., b. Page 3	Scope of Work	1) In this context the bidder is required to study Ground Handling practices of countries/ airports in <b>Americas, Europe, Australia, Asia, Far East and Middle East</b> & identify countries/airports that allow airlines to provide third party Ground Handling services along with Self Handling.  2) Evaluation of the <b>competitive market structure</b> at the various international countries/ airports referred above for Ground Handling services	The scope of study is quite wide and needs to be defined in terms of the number of countries to be covered and depth of analysis for global practices related to Ground Handling. From our previous experience of studying Ground Handling practices globally, we understand that for most of the countries, sufficient data required to meet the study objectives is not available in the public domain. This is because the Ground Handling market is not regulated across the world, therefore, calls for primary interactions with the Ground Handling companies, airport operators, airlines, regulators, etc. Due to which, it will not be possible to cover a lot of countries as part of this study under reasonable timeframe, and the effort required will vary significantly based on the number of countries to be covered. Accordingly, we request you to <b>limit the number of total countries to 10 countries</b> across Americas, Europe, Australia, Asia, Far East and Middle East, which allow airlines to provide third party Ground Handling services along with Self Handling.	The study should represent the ground handling practices prevailing in countries/airports as mentioned in clause 3.1 (a)
2.	3.4 Page 4	Timeline for Submission of Report	This project is required to be completed <b>within two month</b> from date of letter of award of contract (LOA).	The study would require primary interactions with both the national and international stakeholders, which is extremely difficult to cover within the stated timeline in the RFP. We request you to <b>consider a timeline of at least 4 months for this study.</b>	The project should be completed within four months from date of letter of award.

3.	3.5 Page 4	Payment Schedule	Payment will be made within 60 days from the date of receipt of invoice after submission of final report.	In view of the request project duration of 4 months and effort required from the Consultant, we request you to consider the following payment milestones:			No change
				Milestone	Timeline (from the date of LOA)	Payment (%)	
				<b>Inception Report</b>	<b>15 days</b>	<b>20%</b>	
				<b>Mid-term/ Draft Report</b>	<b>2.5 months</b>	<b>40%</b>	
				<b>Final Report</b>	<b>4 months</b>	<b>40%</b>	
4.	Page 1	Key Events and Dates	Last date and time of submission of Bid (Technical and financial Bid)	As the response to bidders' queries may have material implications in writing the proposal/ pricing, we would request you to provide at least 3 weeks from the date you have released the response to queries. Accordingly, we <b>request the Proposal due date to be 29-04-2024.</b>			Last date of submission of bid extended to 29th April 2024
<b>BLACK BRIX</b>							
1	Page 14	pre-qualification Criteria	Bidder Applicant should have been in continuous existence for at least last 5 years in Consultancy services	In the clause - PQ Criteria No. 1 (Page 14 of 36), we request a modification to the clause as follows - " <b>Bidder Applicant should have been in continuous existence for at least last 5 years in Consultancy services</b> "			No Change

# REQUEST FOR PROPOSAL (RFP)

## Engagement of a Consultant for Study/Review of Airport Ground Handling Practices

### Key Events & Dates

Sl. No.	Particulars	Details
1	Tender Notice No	RFP-AIAHL/GH Consultant dated 20 <sup>th</sup> March 2024
2	Tender Name	Engagement of Consultant for Study/Review of Airport ground Handling Practices.
3	Date of Issue	21 <sup>st</sup> March 2024
4	Last date and time of submission of Bid (Technical and financial Bid)	19 <sup>th</sup> April 2024 3:00 PM
5	Tender Document	The details can be downloaded from GeM portal <a href="http://www.gem.gov.in">www.gem.gov.in</a> or from AIAHL website <a href="http://www.aiah.in/Tenders.aspx">www.aiah.in/Tenders.aspx</a>
6	Pre-Bid Meeting	28 <sup>th</sup> March 2024. 11:00 AM
7	Last date for hosting of clarification on queries raised.	05 <sup>th</sup> April 2024 Bidders to submit their queries latest by 1800 hrs of 1 <sup>st</sup> April 2024
8	Date & time of opening of Technical Bids	19 <sup>th</sup> April 2024 3:30 PM
9	Name of the contact person for any clarification	Mr. Rajiv Kapoor, CFO Landline No.: 01120819801 Mobile: 9999810201
10	e-mail Address	<a href="mailto:cfo@aiah.in">cfo@aiah.in</a> (Please quote the RFP No. in the Subject Line of the e-mail)
11	Validity of Proposal	The rates in the tender document shall remain firm till successful completion of the project, including extensions, if any.

**Note:** AIAHL reserves the right to cancel the Tender process at any stage.

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# AI ASSETS HOLDING LTD.

## 1. INTRODUCTION

AI ASSETS HOLDING LIMITED (AIAHL) and its subsidiaries are Central Public Sector Enterprises (CPSEs) under the administrative control of the Ministry of Civil Aviation.

AIAHL, a Special Purpose Vehicle (SPV) is a company incorporated under the provisions of the Companies Act, 2013 having its Registered office at 2<sup>nd</sup> Floor, AI Administration Building, Safdarjung Airport, New Delhi-110003. AIAHL has four subsidiaries namely AI Airport Services Limited, AI Engineering Services Limited, Alliance Air Aviation Limited, and Hotel Corporation of India Limited.

## 2. PROPOSAL

AIAHL intends to engage a Consulting Firm through an open competitive bidding process and invites proposals comprising Technical and Financial Proposals (the “**Proposal**”), under two bid system with separate Technical Proposal and Financial Proposal, for the selection of a Consulting Firm, which shall review existing International Ground Handling practices of various countries/airports, evaluate market structure for Indian Ground Handling ecosystem and recommend whether Airlines in India should be allowed to carry out third party Ground Handling along with Self Handling. AIAHL will select a consulting firm from Bidder Applicants who will be submitting their proposals as prescribed in this "RFP".

## 3. SCOPE OF WORK

The Ground Handling regulation 2018 & as amended in 2023 in India provides as under:

*All domestic scheduled airline operators and domestic scheduled helicopter operators may carry out Ground Handling services solely for the purpose of Self Handling at all airports including civil enclaves.*

*Definition:*

*“Self-handling” means the ground handling services relating to its own aircraft or helicopter by an airline or helicopter operator or its hundred percent owned subsidiary through its own regular employees, using equipment owned or taken on lease;*

### 3.1 Study Ground Handling practices

- a. In this context the bidder is required to study Ground Handling practices of countries/airports in Americas, Europe, Australia, Asia, Far East and Middle East & identify countries/airports that allow airlines to provide third party Ground Handling services along with Self Handling.
- b. Evaluation of the competitive market structure at the various international countries/airports referred above for Ground Handling services.
- c. Evaluation of the market structure for Indian Ground Handling ecosystem in the context of the existing and future market scenarios with regard to whether airlines in India should have a right to do third party Ground Handling along with Self Handling.
- d. Study the definition of “Self-handling” as contained in the current Ground Handling regulations and evaluate whether it requires to be amended for Indian Ground Handling ecosystem in the context of the existing and future market.



### 3.2 Deliverables by Consultant

Based on study as indicated at 3.1 above, a report, on the comparative study of the ground handling policies/regulations of the aviation authorities of the countries/airports in Americas, Europe, Australia, Asia, Far East and Middle East, shall include followings:

- a. Report on the market size and structure of the ground handling ecosystem in the countries/airports in Americas, Europe, Australia, Far East and middle East in the context of the existing and future market scenarios.
- b. Findings of the analysis and its implications on the existing and future market scenarios in India with specific reference to its effect on the stake holders in the Indian ecosystem
- c. Recommendation(s) on the subject *“Should Airlines in India be allowed to do third party Ground Handling along with Self Handling in ecosystem in India in the context existing and future market scenarios.”* along with the rational for each recommendation(s).
- d. Recommendation(s) whether the current definition of “Self-handling” requires any amendments for Indian Ground Handling ecosystem in the context of the existing and future market along with the rational for each recommendation(s).
- e. Any other recommendation(s) for bringing improvements in Ground Handling Services in India.

### 3.3 Reports

The Consultant shall submit detailed reports incorporating all the elements mentioned at Clause 3.2 stated above in hard as well as soft form. Contents of the report shall interalia consist of the following elements in addition to other essential elements as felt necessary by the Consultant.

- a. The background and context.
- b. Assumptions.
- c. Data collected and used by the Consultant from various sources e.g. from domestic airlines, Consultant’s own data base and from other sources (to mention sources), detailed analysis of the background, context, collected data in light of the objectives of the study.

### 3.4 Timeline for submission of Report

This project is required to be completed within two month from date of letter of award of contract (LOA).

### 3.5 Payment Schedule

Payment will be made within 60 days from the date of receipt of invoice after submission of final report.

## 4. ELIGIBILITY

- a. Bidder should be a professional consulting firm, should have been in **continuous existence for at least last 10 years in the business of Consultancy services.**
- b. The Bidder should have experience of at least **two** consulting assignments done for Aviation Industry (Indian/ Global) in the **last 5 years** counted till date of bid closure.
- c. In the last 10 years, the Bidder Applicant should not be under a declaration of ineligibility or black listed for having indulged in corrupt and fraudulent practices issued by the Govt. of India/ any State Govts./ Regulatory Authorities or has been

debarred from entering into by any Indian Public Sector unit or any Govt./body/authority outside India.

- d. Acceptance of the Mandatory (MUST) terms and conditions of this RFP to the Bidder Applicant.
- e. Bidders must submit EARNEST MONEY DEPOSIT (EMD) as detailed in Clause 5 of this section.

Applicants must carefully read the minimum conditions of eligibility provided at Annexure-I and provide compliance statements (Appendix I, Form 1) for each of the Mandatory Pre-qualification (PQ) eligibility criteria. Proposals of the Bidder Applicants who fulfil the pre-qualification requirements, and submit documentary evidence in proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Technical Proposals. Bidder Applicants are required to indicate the compliance status by stating "Yes or No." for each of the PQ criteria. "No" to any one of the criteria will result in disqualification of the bid as these are mandatory PQs.

Documents required in support of pre-qualification should be submitted along with the PQ Form (same details might have been asked in Technical Bid also, but separate copy of details are required with the pre-qualification also.)

AIAHL reserves the right to call for clarification / submission of additional documents, if considered required by AIAHL, from the Bidder Applicant for evaluating the PQ criteria. Such information/additional documents for the purposes would need to be provided to AIAHL within such timeframe as indicated in AIAHL's request in this regard. If such information/additional documents are not received by the stipulated deadline, AIAHL would evaluate the bid on the basis of the information/documents available with AIAHL.

Non-fulfilment of the aforesaid pre-qualification criteria and not providing any of the requisite documents stated above for enabling evaluation or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of such Bidder Applicants bid and no correspondence whatsoever would be entertained by AIAHL in this regard.

AIAHL reserves the right to independently verify/evaluate the information submitted by the Bidder Applicants and the decision of AIAHL taken in that regard shall be final, conclusive and binding upon the Bidder Applicant.

#### 5. EARNEST MONEY DEPOSIT (EMD) - MUST

- a. The Bidder Applicants are required to submit "EMD" deposit of Rs. 75,000/- (Rs. Seventy Five thousand only) by way of electronic transfer to bank account mentioned below:

Account Name	AI ASSETS HOLDING LIMITED
Bank Name	State Bank of India, NEW DELHI MAIN BRANCH
Account Number	37610730327
IFS Code	SBIN0000691

Proof of Remittance/UTR No. must be attached with Appendix I, Form 1A.

The Bidder Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to AIAHL's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by AIAHL as damage payable to AIAHL for, inter alia, the time, cost and effort of AIAHL in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- i. If a Bidder Applicant submits a non-responsive Proposal.
  - ii. If a Bidder Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder Applicant from time to time.
  - iii. In the case of the successful Bidder Applicant, if the Bidder Applicant fails to sign the Agreement within the specified time, if awarded; or
  - iv. In the case of a successful Bidder Applicant, the Bidder Applicant having signed the Agreement, commits any breach thereof.
- b. In case of unsuccessful Bidder Applicants, EMD will be returned without any interest within 60 days of the completion of RFP process i.e., after the LOA is issued to the successful Bidder Applicant and its acceptance thereof by the successful Bidder Applicants. No interest will be payable on EMD. EMD refund shall be in the form of an account payee cheque/electronic transfer in favour of the unsuccessful Bidder Applicant and shall be mailed/by electronic transfer to the address/bank details given in the Technical Proposal.

## **6. PRE-BID MEETING**

The date, time and venue of Pre-Bid meeting shall be:

**Date: 28<sup>th</sup> March 2024**

**Time: 11:30 Hrs**

**Venue:** Conference Room  
AI Assets Holding Ltd., 2<sup>nd</sup> Floor,  
AI Administration Building,  
Safdarjung Airport,  
New Delhi - 110003

A maximum of two Authorised Representatives of each bidder shall be allowed to participate in Pre-Bid meeting on the production of an authority letter from the Bidder Applicant.

During the course of Pre-Bid meeting, the Bidder Applicants will be free to seek clarifications. AIAHL shall endeavour to provide clarifications and such further information as it may, however, it is on sole discretion of AIAHL.

Bidder Applicants can also submit their queries on Government e Marketplace (GeM) portal.

Applicants can submit their written queries during the Pre-Bid meeting. No clarifications shall be entertained after 1800 hrs of 1<sup>st</sup> April 2024.

The replies to Bidder Applicants' queries shall be posted on Gem portal to be available on or before the last date for hosting of clarifications /amendments by AIAHL.

## **7. SUBMISSION OF PROPOSAL**

Bid is to be submitted on the GEM portal.

The Fee quoted by the bidder shall remain FIRM till successful completion of the Project.

## 8. FORMAT OF TECHNICAL BID

- a. The Bidder Applicants shall submit Technical Proposals in the formats specified at **Appendix – I** (the “**Technical Proposal**”). The formats of the Pre-qualification and Technical Proposal to be submitted are listed below:
  - i. **Appendix-I: Form-1** Pre-Qualification Eligibility (Compliance Statement, Self-Evaluation Form)
  - ii. **Appendix-I: Form-1A**: Letter of Technical Proposal
  - iii. **Appendix-I: Form-1B**: Technical Bid (Evaluation Matrix for the technical parameters)
  - iv. **Appendix-I: Form-2**: Bidder Applicants Profile
  - v. **Appendix-I: Form-3**: Similar Eligible Assignments of the Bidder Applicant
  - vi. **Appendix-I: Form-4**: Abstract of Similar Assignments of the Bidder Applicant
  - vii. **Appendix-I: Form-5**: Similar Assignments/experience profile of Project Director
  - viii. **Appendix-I: Form-6**: Similar Assignments/experience profile of Key Personnel
  - ix. **Appendix-I: Form-7**: Particulars of Project Team
  - x. **Appendix-I: Form-8**: Non-Disclosure Agreement
  - xi. **Appendix-III: Form-1**: Checklist for Must conditions
- b. The Technical Proposal shall provide the information, for which general requirements are indicated in the following parts, using the standard forms specified at **Appendix - I**.
  - i. Bidders are required to carefully read the mandatory requirements of the Pre-Qualification (PQ) criteria as laid out at Annexure-I and fill up the format at Appendix-I-Form 1 and attach the documents as required therein in support of the declarations made therein. Based on the bid responses here, Bidder Applicant will qualify for next stage of Technical Evaluation.
  - ii. Information should be provided only for those consultancy assignments for which the Bidder Applicant was contracted for the consultancy and undertaken by Bidder Applicant under its own name. Consultancy completed by individual professional person working privately or through other Consultants cannot be claimed as the experience of the Bidder Applicant but can be included/claimed by the professional personnel themselves in their CV's, for the Key personnel offered/designated for AIAHL assignment.
  - iii. The Project team designated in Form 7 for the work scope detailed in Clause 3 shall not be changed till the completion of the Project.
  - iv. The Bidder Applicants should substantiate the claimed experience in the Proposal and must submit copy of the letter of award/ copy of contract (after scoring out financials, if required) for all the assignments mentioned in their Proposal.
  - v. The Bidder Applicant shall provide the abstract of Similar Assignments of Bidder Applicant along with the certificate in the format at **Appendix – I : Form-4**. Bidder Applicants shall provide documentary evidence from the client i.e. copy of letter of award/work order, contract document for each Similar Assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.

- c. While submitting the Technical Proposal, the Bidder Applicant shall, in particular, ensure that
- i. All the required information/details is submitted in the prescribed formats and signed by the authorised signatories;
  - ii. The Proposal shall be considered responsive only if:
    - i. It contains all the information (complete in all respects) as requested in the RFP;
    - ii. It does not contain any condition or qualification; and
    - iii. The Technical Proposal does not include any financial information relating to the Financial Proposal
    - iv. Failure to comply with the requirements spelt out in this Clause, shall make the Proposal liable to be rejected.

#### **9. REQUIREMENT FOR FINANCIAL BID**

Financial Bid requires lump sum amount to be quoted. Accordingly Bidder Applicant shall submit the Financial Proposal in the formats at specified Appendix - II (the "Financial Proposal") clearly indicating the total cost of the Consultancy, as per **Appendix – II : Form 1 & Form 2**, in both figures and words, in Indian Rupees, and signed by the Bidder Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

- a. While submitting the Financial Proposal, all the costs associated with the Consultancy shall be included in the Financial Proposal.
- b. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding.
- c. The total amount shall be expressed & paid in INR.
- d. Taxes:
  - i. All applicable taxes must be factored into by the Bidder Applicants while submitting their Proposal and reflected separately and transparently in their Financial Proposals.
  - ii. Deduction (applicable TDS) will be made by AIAHL as per prevailing rules.
  - iii. AIAHL shall issue the relevant certificates for tax deducted at source (TDS), from the payments due to the Consultant, in accordance with applicable laws in India.

While submitting the Financial Proposal, the Bidder Applicant shall ensure the following –

- a. The Bidder will submit the Financial Proposal for the entire Work-scope.
- b. The Fee quoted by the bidder shall remain FIRM till successful completion of the Project.

#### **10. BID EVALUATION**

- a. AIAHL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by AIAHL in respect of such Proposal.
- b. Bidder Applicants are advised that selection shall be entirely at the discretion of AIAHL. Bidder Applicants shall be deemed to have understood and agreed that AIAHL shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or selection.

- c. Any information contained in the Proposal shall not be in any way construed as binding on AIAHL, its agents, successors or assigns, but shall be binding against the Bidder Applicant if the contract is subsequently awarded to Consultant. AIAHL reserves the right at its sole discretion to seek whatever information, documents, etc. from the Bidder Applicant, as it may consider necessary for the purpose of evaluation of the Proposal.

#### **10.1 Pre-qualification (PQ) Mandatory Eligibility Criteria Evaluation–Technical Evaluation**

Bids submitted by all the bidders would first be scrutinized for eligibility as per the PQ 'Eligibility Criteria' specified at Annexure-I with the supporting documents provided by the bidders with their declarations made in the **Form-1 of the Appendix-I**. Bids not complying with any one of the mandatory PQ eligibility criteria will be rejected and will not be considered for further evaluation.

Bids qualifying the PQ mandatory eligibility criteria evaluation stage would be considered for technical evaluation. Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders will be verified, whenever required.

#### **10.1 Technical Proposal Evaluation – Technical Evaluation**

The shortlisted Bidders who qualify the first scrutiny (Eligibility Criteria) of the technical evaluation as per above clause 10.1 would then further be technically evaluated. After the technical evaluation, AIAHL shall prepare a list of shortlisted Bidder Applicants for opening of their Financial Proposals. AIAHL will not entertain any query or clarification from Bidder Applicants who fail to qualify at any stage of the Selection Process.

Bidder applicants who secure **70** or more out of **100** marks will qualify in the Technical Evaluation (Appendix-I, Form 1B).

#### **10.2 Final Evaluation of Bids** **Appendix II, Form 1 & 2**

The financial bids of those Bidder applicants who qualify in the technical evaluation will be opened on GEM portal. The bidder quoting the lowest among these will be Selected for appointment as consultant.

### **11. DOCUMENTATION:**

All relevant documents (whether required under the RFP or sought for by AIAHL at a later stage) will be submitted by the applicants and the successful Bidder Applicant at their own cost. AIAHL reserves the right to verify all statements, information and documents submitted by the applicants in response to the RFP and the applicant shall, when so required by AIAHL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by AIAHL shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of AIAHL hereunder.

### **12. REJECTION OF PROPOSALS (TECHNICAL PROPOSAL & FINANCIAL PROPOSAL):**

The response to the RFP will be rejected forthwith without evaluation of the Technical Proposal and Financial Proposal response on the following grounds:

- a. If the Technical Proposal has been submitted without supporting documents.

- b. If the Technical Proposal has been submitted without EMD, or the EMD has been submitted in a mode other than specified in the RFP.
- c. If the validity of Proposals is not Firm **till successful completion of the Project**.
- d. Such other grounds noted at the discretion of AIAHL not meeting RFP requirements.

**13. EXIT CLAUSE / TERMINATION OF THE AGREEMENT:**

The Agreement may be terminated under the following circumstances:

- a. In the event of unsatisfactory performance of the Agreement / deficiency of service by the Consultant, AIAHL shall have the right to terminate the Agreement by giving 15 days prior written notice.
- b. If there is a change in AIAHL's requirement, AIAHL will be entitled to terminate the Agreement by giving Fifteen (15) days advance notice in writing.

**14. FORCE MAJEURE**

Any failure or delay by Bidder Applicant or AIAHL in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party immediately after Force Majeure event.

**15. INVOICING AND PAYMENT CLAUSE – MUST:**

- a. The payment will be linked to the deliverables at **Clause 3.2, 3.3 and 3.4** and after completion of the required services as detailed in work scope of this RFP, payment shall be made within 60 days from the receipt of Invoice.
- b. The Consultant shall submit invoice within 30 (thirty) days of completion of the required services as per Work scope along with required Reports/documents / proof of completion of required deliverables.
- c. The invoices and the supporting documents submitted by the Consultant shall be verified/certified by AIAHL official for these to be processed for the payment.
- d. Except as otherwise provided, all payments under the Agreement would be made **(subject to applicable LDs, Penalties as per SLAs defined in the RFP)** by AIAHL within 60 (Sixty) days from the date of receipt of the invoice.
- e. No advance payment shall be paid to the Consultant under any circumstances.
- f. It is clarified that whenever under the Agreement any sum of money is recoverable from the Consultant, AIAHL shall be entitled to recover/deduct such sum from the payments due to the Consultant and/or Performance Security held by AIAHL.
- g. All the Reports and supporting documents prepared under the Consultancy assignments for AIAHL under this RFP will be the property of AIAHL and the selected entity shall also provide soft copy in open format (MS-Word and MS-Excel) for any use by AIAHL.

**16. PENALTIES FOR DELAY/DEFICIENT/NON-PERFORMANCE – MUST:**

The penalties would be applicable for delay in deliverables / deficiencies attributable to selected Bidder Applicant in the form of liquidated damages @ 0.5% per week of the invoice value for the delay/deficient/non-performance, subject to a maximum of the total contracted value.

## **17. CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT – MUST**

The Consultant (and their employees/representatives) shall not disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by AIAHL to any other person, unless AIAHL gives permission in writing. The employees or the parties engaged by the Consultant in performing this contract will maintain strict confidentiality for all data/information which came into their possession during the course of execution of contract /consulting work.

Bidder Applicants shall have to submit a signed Non-disclosure Agreement (with no amendments) as per AIAHL format provided in **Appendix-I: Form-8**

## **18. CONFLICT OF INTEREST – MUST**

Bidder Applicant shall not have a conflict of interest that may affect the selection process. Any applicant found to have a conflict of interest shall be disqualified. In the event of disqualification, AIAHL shall forfeit and appropriate the performance security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to AIAHL, inter alia, the time, cost and effort of AIAHL including consideration of such Bidder Applicant's proposal, without prejudice to any other right or remedy that may be available to AIAHL hereunder or otherwise.

AIAHL requires that the consultant provides professional, objective, and impartial advice and at all times hold the AIAHL's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

Bidder shall not accept for their own benefit any commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under contract, and the Bidder shall use their best efforts that their personnel shall not receive any such payment.

The Bidder shall not engage, and shall cause its personnel, not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

## **19. DISCLAIMER**

- a. AIAHL reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- b. AIAHL will not be responsible for any delay on account of late submission of Proposal. Request for late receipt of Proposal will not be considered.

## **20. CONTRACT AGREEMENT**

### **Award of Consultancy**

After the Bidder Applicant selection as per process under clause 9, 10 above, a **Letter of Award (the "LOA") shall be issued by AIAHL to the successful Bidder Applicant** (in duplicate) and the successful Bidder Applicant shall, within **7 (seven) days** of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

### **Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the successful Bidder Applicant, it shall execute the Agreement within 15 days. Until the execution of the Agreement containing detailed terms, the terms indicated in the tender read with the bid response would form the basis for governing the services under the arrangements awarded under the LOA.



### **Commencement of the Consultancy**

The successful Bidder Applicant who has thus acknowledged the LOA and executed the Agreement shall commence the Consultancy services **within 7 (seven) days** of the date of the LOA or such other earlier date as may be mutually agreed. If the Bidder fails to acknowledge LOA/sign the Agreement as specified above the EMD of the successful Bidder Applicant shall be forfeited and appropriated.

### **21. SUBCONTRACTING OR ASSIGNMENT – MUST**

No Sub-contracting or Assignment will be permitted. In the case of reconstitution of the firm, AIAHL, at its discretion may allow the changed entity to continue to perform on same terms and conditions. Otherwise, such change would be sufficient grounds for termination action under this RFP for AIAHL.

### **22. PERFORMANCE SECURITY– MUST**

- a. The successful Bidder Applicant shall deposit with AIAHL a sum equal to 10% (Ten per cent) of Agreement value based on the evaluated total value of the Agreement as interest free refundable Performance security deposit or shall furnish to AIAHL an irrevocable and unconditional performance bank guarantee of an equivalent amount (“Performance Bank Guarantee”), issued by a Scheduled Bank acceptable to AIAHL, which may be forfeited and appropriated in accordance with the provisions hereof (both called the “Performance Security”).

EMD of the successful Bidder will be adjusted towards Performance Security of a sum equal to 10% of the Agreement Value based on the evaluated total value.

- b. The successful Bidder Applicant shall submit the Performance Security within 1 (One) week of award of contract/LOA. The successful Bidder Applicant is to submit the required Performance Security against the LOA. The Performance Security shall be deposited by way of a bank draft or banker’s cheque/electronic transfer in favour of AIAHL, payable at New Delhi. In case of submission of Performance Bank Guarantee (BG), it should be issued by a Scheduled Bank. It may please be noted that the original bank guarantee has to be forwarded by the Bank Guarantee issuing Bank directly to AIAHL through Registered AD / Speed Post. The successful Bidder Applicant shall submit an advance soft copy of the same to AIAHL.
- c. The expenses incurred towards submission of Performance Security will have to be solely borne by the successful Bidder Applicant. The Performance Bank Guarantee shall be valid for 6 (six) months from the date of LOA and shall have a claim period of 3 (three) months after the expiry of and shall be retained by AIAHL. In case the Project completion and report acceptance is not completed within 6 months, the Performance Bank guarantee shall be extended for a further period(s) of month.
- d. It is clarified that the Performance Bank Guarantee shall be the standalone document to the Agreement furnished by the successful Bidder Applicant.
- e. Failure of the Consultant to comply with the terms and conditions of the Agreement and the RFP shall constitute sufficient grounds for the annulment of the Agreement and forfeiture of Performance Security. In the event of the said Performance Security being insufficient, the balance of total amount recoverable shall be deducted from any sum due to the Consultant under the Agreement. Should this amount be insufficient to cover

the said full amount recoverable, the Consultant shall pay to AIAHL on demand the balance amount, if any, within 14 (fourteen) days of the demand along with the interest @ 1.5% p.m. from the due date specified in the demand notice. If any amount due to AIAHL is so set off against the Performance Security, the Consultant shall be obligated to ensure that the Performance Security is restored to its original value within seven (7) working days from such set off. Non restoration of Performance Security shall be treated as event of default, leading to right of AIAHL to take appropriate remedial action against the Consultant, including the termination of the Agreement.

**23. DISPUTE**

In case of dispute, the decision of the Chairman & Managing Director (CMD), AIAHL will be final.

**24. JURISIDICATION**

The jurisdiction of the Court will be at New Delhi only.

## PRE-QUALIFICATION CRITERIA

### Mandatory Minimum Eligibility Criteria

Proposals of the Bidder Applicants who fulfil the following pre-qualification requirements and submit documentary proof thereof along with the Technical Proposal, will only be eligible for evaluation of the Technical Proposals. The documentary evidences as required be attached with this annexure in sequence of the criteria. No to any one of the criteria could result in disqualification of the bid as these are mandatory PQs.

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria- MANDATORY REQUIREMENTS	PQ Criteria – Key Minima benchmark	Documentary evidences certified to be attached with the Technical Proposal for the relevant PQ criteria compliance
1	Bidder Applicant should have been in continuous existence for at least last 10 years in Consultancy services.	10 years' experience in Consultancy business	Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO/ Partner of the entity attaching the following documents to fulfil the PQ1 requirements such as: <ol style="list-style-type: none"> <li>i. Business registration documents such as from Registrar of Cos., Registrar of firms, etc., and</li> <li>ii. Registration /Licensing authority/ regulator paper in support thereof evidencing consultancy business</li> <li>iii. Certificate to the effect that the Proposal is not under Multiple partners participation/ arrangement for the same solution</li> <li>iv. A write up (on Bidder Applicant's letterhead self-certified) about the company / firm, its standing and past work done. (Not exceeding 2-3 pages).</li> </ol>
2	The Bidder Applicant should have experience of consulting assignments done for Aviation Industry (India/Globally) in the	Min. two (2) Consultancy assignments in last 5 years for Aviation Industry (India/ Globally)	Copy of the engagement letters issued to the Applicant in support of the claimed experiences.

	last 5 years counted till date of bid closure.		
3	In the last 10 years, the Bidder Applicants should not be under a declaration of ineligibility or blacklisted for having indulged in corrupt and fraudulent practices issued by the Govt. of India/ any State Govts. / Regulatory Authorities or has been debarred from entering into contract by any Indian Public sector unit or any Govt./ body/ authority outside India	No Blacklisting in last 10 years	Self-declaration certificate to be provided on a Letterhead of the Bidder Applicant.
4	Acceptance of the Mandatory (MUST) terms and conditions of this RFP to the Bidder Applicant	100% compliance to MUST conditions	Compliance certificate, duly signed and stamped by the authorized signatory, of acceptance of all the mandatory terms and conditions of the RFP, on the Bidder Applicant's letterhead in the format as given at Appendix-III; Form-1.
5	EMD	EMD provided	Self-declaration giving details of the prescribed EMD submitted along with the Technical Proposal

- I. Documents required in support of pre-qualification should be submitted along with the PQ Form (same details might have been asked in Technical Bid also, but separate copy of details are required with the pre-qualification also.)
- II. AIAHL reserves the right to call for clarification / submission of additional documents, if considered required by AIAHL, from the Bidder Applicant for evaluating the PQ criteria. Such information/additional documents for the purposes would need to be provided to AIAHL within such timeframe as indicated in AIAHL's request in this regard. If such information/additional documents are not received by the stipulated deadline, AIAHL would evaluate the bid on the basis of the information/documents available with AIAHL.
- III. Non-fulfilment of the aforesaid pre-qualification criteria and not providing any of the requisite documents stated above for enabling evaluation or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of such Bidder Applicants bid and no correspondence whatsoever would be entertained by AIAHL in this regard.
- IV. AIAHL reserves the right to independently verify/evaluate the information submitted by the Bidder Applicants and the decision of AIAHL taken in that regard shall be final, conclusive and binding upon the Bidder Applicant.

**PRE-QUALIFICATION ELIGIBILITY**

(On Bidder Applicant's letter Head)

**Self-Evaluation Form with supporting documents****Compliances Statement**

Bidder Applicants are required to indicate the compliance status for each of the PQ criteria by stating "Yes or No."

PQ Criteria No.	Pre-Qualification (PQ) Eligibility Criteria- MANDATORY REQUIREMENTS	PQ Criteria – Key Minima benchmark	Documentary evidences certified to be attached with the Technical Proposal for the relevant PQ criteria compliance	Complied YES/NO (Partial compliance will be evaluated as Non-compliance)	List of Supporting documents attached (Indicate each)
1	Bidder Applicant should have been in continuous existence for at least last 10years in Consultancy services.	10 years' experience in Consultancy business	<p>Submit self-certified copies of documents on Bidder Applicant's own name on the Letterhead of Bidding entity under Signature and Stamp of the CEO/ Partner of the entity attaching the following documents to fulfil the PQ1 requirements such as:</p> <ul style="list-style-type: none"> <li>i. Business registration documents such as from Registrar of Cos., Registrar of firms, etc., and</li> <li>ii. Registration /Licensing authority/ regulator paper in support thereof evidencing consultancy business</li> <li>iii. Certificate to the effect that the Proposal is not under Multiple partners participation/ arrangement for the same solution</li> <li>iv. A write up (on Bidder Applicant's letterhead self-certified) about the company / firm, its</li> </ul>		

			standing and past work done. (Not exceeding 2-3 pages).		
2	The Bidder Applicant should have experience of consulting assignments done for Aviation Industry (India/Globally) in the last 5 years counted till date of bid closure.	Min. two (2) Consultancy assignments in last 5 years for Aviation Industry (India/Globally)	Copy of the engagement letters issued to the Applicant in support of the claimed experiences.		
3	In the last 10 years, the Bidder Applicants should not be under a declaration of ineligibility or blacklisted for having indulged in corrupt and fraudulent practices issued by the Govt. of India/ any State Govts. / Regulatory Authorities or has been debarred from entering into contract by any Indian Public sector unit or any Govt./ body/ authority outside India	No Blacklisting in last 10 years	Self-declaration certificate to be provided on a Letterhead of the Bidder Applicant.		
4	Acceptance of the Mandatory (MUST) terms and conditions of this RFP to the Bidder Applicant	100% compliance to MUST conditions	Compliance certificate, duly signed and stamped by the authorized signatory, of acceptance of all the mandatory terms and conditions of the RFP, on the Bidder Applicant's letterhead in the format as given at Appendix-III; Form-1.		
5	EMD	EMD provided  For Refund of EMD (unsuccessful Bidders)	Self-declaration giving details of the prescribed EMD submitted along with the Technical Proposal  Copy of Cancelled Cheque for refund of EMD.		

**Letter of Technical Proposal**

(On Bidder Applicant's letter head)

Company Reference No. ....

Date:.....

To:

Chief Financial Officer,  
AI Assets Holding Ltd.,  
2<sup>nd</sup> Floor, AI Administration Building,  
Safdarjung Airport,  
**New Delhi-100 003**

**Sub: Appointment of Consultant under RFP No. "RFP- AIAHL/GH Consultant dated 20<sup>th</sup> March 2024"**

Dear Sirs

With reference to your "RFP- AIAHL/GH Consultant dated 20<sup>th</sup> March 2024" we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Consultant.

We are submitting our Technical Proposal in the format prescribed in the RFP.

1. The Technical Proposal is unconditional and unqualified.
2. All information provided in the Technical Proposal and in the Appendices is true and correct and all documents accompanying such Technical Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Consultancy.
4. We shall make available to AIAHL any additional information it may deem necessary or require for supplementing or authenticating the Technical Proposal.
5. We acknowledge the right of AIAHL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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 Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. We have examined and have no reservations to the RFP Documents, including any addendum issued by AIAHL.
8. We do not have any Conflict of Interest in accordance with **Clause – 18** of the RFP documents.
9. We understand that AIAHL may cancel the Selection Process at any time and that AIAHL is neither bound to accept any Technical Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidder Applicants of the RFP document.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO/ Partner or any of our Directors/Managers/employees.

11. 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 AIAHL in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Consultancy.
12. The EMD of Rs. **75,000/- (Rupees Seventy Five thousand)** by electronic transfer as per clause 5. Please quote UTR No.
13. We agree and understand that the Technical Proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Consultancy is not awarded to us or our Technical Proposal is not opened or rejected.
14. We agree to keep this offer FIRM till successful completion of the Project.
15. We agree to Non-Disclosure Agreement as per **Appendix –I, Form -8**, and duly signed documents for both are attached herewith.
16. In the event of our Consultancy is selected as the Consultant, we agree to enter into the Agreement as specified in the RFP.
17. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by AIAHL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. We are submitting herewith all the required details as per format specified in **Appendix – I: Form -1 to Form – 8**.
19. The Financial Proposal is being submitted separately on GEM portal (**Appendix – II: Form- 1 & 2**). This Technical Proposal read with the Financial Proposal shall constitute the Proposal.
20. We agree and undertake to abide by all the terms and conditions of the RFP **Document (Appendix III: Form 1** duly signed is attached). In witness thereof, we submit this Technical Proposal under and in accordance with the terms of the RFP Document.

Yours sincerely,

Signature of authorized signatory [In full]

Name and Designation of the authorised signatory

Name and seal of the Bidder Applicant / Lead Member

Address of the Bidder Applicant / Lead Member



## Technical Bid

(On Bidder Applicant's letter Head)

### PARAMETERS FOR TECHNICAL EVALUATION

#### Technical Proposal Evaluation – Two Stage Evaluation

#### A. Part – 1 – Technical Evaluation-Maximum Marks –100 (Hundred)

The total maximum marks at this stage is 100(Hundred) for the criteria mentioned in the table below:-

Criteria No.	Experience and Capability	Criteria	Weightage Marks to be allocated	Maximum Marks
1	<p>Average Annual turnover from consultancy business in last three Financial Years 2020-21, 2021-22 &amp; 2022-23.</p> <p><i>For Bidder Applicants having Accounts with Calendar Year, similar information needed for the Calendar Years 2020, 2021 &amp; 2022</i></p> <p><i>*Supporting documents need to be attached for above from practising CA/CPA firm certifying the average annual turnover of three years.</i></p>	<p>i. Greater than Rs 10 Cr/USD 1.2 million</p> <p>ii. Greater than Rs 5 Cr/USD 600,000 to Rs.10 Cr/USD 1.2 million.</p> <p>iii. Greater than Rs 2Cr/USD 250,000 to Rs. 5 cr/USD 600,000.</p>	<p>Ten (10) Marks</p> <p>Seven (7) Marks</p> <p>Five (5) Marks</p>	Ten (10) Marks
2	<p><u>Experience in Aviation sector- Globally</u></p> <p>Number of Aviation sector consulting assignments done globally, each of value (professional fee) greater than USD 5000 (dollars) during last 5 years up to Financial Year 2022-23</p> <p><i>*Supporting documents need to be attached for all above points and to be certified by CEO / Managing Partner of the Consulting Firm as a proof of work done.</i></p>	<p>I. Greater than 5 assignments</p> <p>II. 3 to 5 assignments</p> <p>III. Minimum 2 assignments</p>	<p>Thirty (30) Marks</p> <p>Twenty five (25) Marks</p> <p>Fifteen (15) Marks</p>	Thirty (30) Marks
3	<p><u>Experience in Aviation sector- India</u></p> <p>Number of Aviation sector consulting assignments done in India, each of value (professional fee) greater than Rs. 5 lakhs, during last 5 years up to fin. Year 2022-23*</p>	<p>I. Greater than 5 assignments</p> <p>II. 3 to 5 assignments</p> <p>III. Minimum 2 assignments</p>	<p>Thirty (30) Marks</p> <p>Twenty five (25) Marks</p> <p>Fifteen (15) Marks</p>	Thirty (30) Marks

	<i>*Supporting documents need to be attached for all above points and to be certified by CEO / Managing Partner of the Consulting Firm as a proof of work done.</i>		Marks	
4	<p><u>Experience of Project Director</u></p> <p>Consulting experience of the Project Director. He/she should have Aviation consulting experience.</p> <p>(Project Director should be employed with BidderApplicant)</p> <p>[Bidder Applicant to provide self-certified copies of documents in support of the consultancy experience claimed for the Project Director]</p>	<p>Total Experience in number of years</p> <p>i. More than 10 (ten) years</p> <p>ii. Five (5) to ten (10) years</p> <p>iii. Two (2) to Five (5) years</p>	<p>Thirty (30) Marks</p> <p>Twenty five (25) Marks</p> <p>Fifteen (15) Marks</p>	<p>Thirty (30) Marks</p>
	<b>Total Marks</b>			<b>100</b>

Note: Bidder Applicants shall attach write up for the basis used by them while calculating the marks allotted by them for this self-assessment. These marks are subject to validation by AIAHL, whose evaluation assessment would be final and binding.

**BIDDER APPLICANTS PROFILE – Particulars of the Bidder Applicant**

Sl. No	Particulars	
<b>1</b>	<b>State the following:</b>	
	a Name of Company or Consultant:	
	b Legal status (e.g. Company, Firm, LLP, etc.)	
	c Country of incorporation:	
	d Registered address:	
	e Year of Incorporation:	
	f Year of commencement of business:	
	g Principal place of business:	
	h Brief description of the Company including details of its main lines of Business and Locations details (offices), including Global Locations. Name, designation, address, and phone numbers of Authorized Signatory of the Bidder Applicant:	
	Name:	
	Designation:	
	Company:	
	Address:	
	Phone No.:	
E-mail address:		
<b>2</b>	For the Bidder Applicant, state the following information:	
	i In case of Global Firm, does the Firm have business presence in India? If so, provide the office address(es) in India & abroad. (Attach separate page, if required.)	Yes/No
	ii Has the Bidder Applicant been penalized by any organization for poor quality of work or breach of contract in the last three years?	Yes/No
	iii Has the Bidder Applicant ever failed to complete any work awarded to it by any public authority/ entity in last three years?	Yes/No
	iv Has the Bidder Applicant been blacklisted by any Government department/Public Sector Undertaking in the last three years?	Yes/No
	v Has the Bidder Applicant suffered bankruptcy/insolvency in the last three years?	Yes/No
	Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder Applicant is not eligible for this consultancy assignment.	
<b>3</b>	A brief description of the Bidder Applicant's organization which should include the following in addition to other details:	

a.	Main lines of business			
b.	Year in which the organization started providing consultancy services specific to Aviation Sector			
c.	Number of professional staff/subject matter experts working in Aviation consultancy business line in each regional office and head office			
d.	Area of expertise and names of each professional staff/subject matter expert working in Aviation consultancy business in each regional office and head office			
<b>4</b>	<b>Skilled Qualified Resources</b>			
	<b>Particulars</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
	Number of Full Time Key Personnel			
	Number of Experts (Aviation) on contract /employment basis			
	Number of Semi-Qualified Personnel			
<b>5</b>	Experience Details:			
a.	Provide a list of client companies in the following table for which the Bidder Applicant has completed the Consultancy assignments in last 3 years.			
	<b>Name of Client</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
b.	Provide a list of Airline / other aviation related /PSU's assignments completed in the last 10 years up to Financial Year 2022-23.			
	<b>Name of Client Company</b>	<b>Average Annual Turnover (for last five years) in Rs. Crore</b>	<b>Year of Assignment</b>	<b>Type of Assignment</b>

Note: Detailed information about each of the above Airline/ other aviation related/PSU's assignments shall be provided in the format provided at Appendix-I: Form-3. [Assignment completed in five (5) years up to F.Y. 2022-23 shall be mentioned]

This is to certify that the information contained above is correct as per the Annual Reports of the Bidder Applicant for the respective years.

Name of the audit firm:

Seal/Stamp of the audit firm with Membership No.

Date:

(Signature, name and designation of the authorised signatory)

Notes: In case the Bidder Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered accountant that ordinarily audits the annual accounts of the Bidder Applicant. The Statutory Auditor Certificate should be recent, i.e. it should not have been issued earlier than last 6 months period counted backwards from the date of submission of bids.

## Similar Assignments of Bidder Applicant

1	Name of the Bidder Applicant:	
2	Description/Name of the consultancy assignment:	
3	Name of client company and Address: Note: 1. Indicate whether the client is Domestic Carrier / International Carrier / Airline Engineering & Maintenance, etc 2. In case of other aviation related assignment, provide brief description of the work scope	
4	Name and telephone no. of client's representative:	
5	Payment received by the Bidder Applicant (in Rs. Crore):	
6	Start date of the consultancy assignment (month/year):	
7	Finish date of the consultancy assignment (month/year):	
8	Total number of Key Personnel man-days that were required for the assignment:	
9	Names of Key Personnel who were involved in the assignment	
10	Details about the responsibilities and tasks performed by each Key Personnel for the assignment	
11	Details of deliverables of the consultancy assignment	
12	Outcome of the consultancy assignment	
13	Detailed description of the consultancy service:	

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

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

Notes: Use separate sheet for each Eligible Assignment. Bidder Applicants shall provide documentary evidence from the client i.e. copy of letter of award/work order, contract document for each Eligible Assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Technical Proposal.

Assignment completed in last five (5) years up to F.Y. 2022-23 shall be mentioned.

**Abstract of Similar Assignments of the Bidder Applicant**

Aviation Consulting Assignment Only (Global / India):

S. No. (1)	Name of consultancy assignment (2)	Name of client (3)

Note: The Bidder Applicant shall provide details of only those projects that have been undertaken by it. These details shall pertain only to Aviation Consulting Assignments (Global / India).

This is to certify that the information contained above is correct as per the accounts of the Bidder Applicant.

(Signature, name and designation of the authorized signatory)

Date:

**Profile of Project Director**  
(showing Similar Assignments/experience)

Here, the Bidder Applicant shall provide a brief background of the proposed Project Director, his/her experience which would be relevant to this Consultancy, his/her experience in Aviation Industry, directing & coordinating with Team Leader for Aviation Consulting assignments.

**Profile of Team Leader**

(showing Similar Assignments/experience)

Here, the Bidder Applicant shall provide a brief background of the proposed Team Leader, his/her experience which would be relevant to this Consultancy, his/her experience in leading a team of subject matter experts for Aviation Consulting assignments.



## Particulars of Project Team for the Scope of work detailed in Clause 3.

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment Employed since	No of Eligible Assignments
1.	Project Director					
2.	Team Leader					
3.	Subject Matter Expert					
4.	Subject Matter Expert					
5.	Subject Matter Expert					
6.	Subject Matter Expert					

The Project team designated for the work scope detailed in Clause 3 shall not be changed till the completion of the Project

## Non-Disclosure Agreement

### NON-DISCLOSURE AGREEMENT

*(NDA to be discussed and executed with successful Bidder Applicant)*

This Non-Disclosure Agreement (this “**Agreement**”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_.

### BY AND BETWEEN

AI Assets Holding Ltd., a company incorporated under the Companies Act, 2013, having its registered office at “2<sup>nd</sup> Floor, AI Administration Building, Safdarjung Airport, New Delhi-110003 (hereinafter referred to as “**AIAHL**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

### AND

\_\_\_\_\_, a firm registered with the \_\_\_\_\_ (Bidder Applicant to mention body of registration) with its registered office at \_\_\_\_\_ (hereinafter referred to as “**Entity**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Both parties hereto collectively referred to as the “Parties” and individually as a “Party”.

### WHEREAS:

- A. AIAHL, a Special Purpose Vehicle, a Government of India undertaking.
- B. \_\_\_\_\_ is inter-alia engaged in the profession of providing various types of consultancy, management services and such related activities.
- C. Pursuant to RFP dated 20<sup>th</sup> March 2024, bearing No. RFP-AIAHL/GH Consultant dated 20<sup>th</sup> March 2024 for “Engagement of Consultant”, AIAHL has agreed to award the Consultancy work for the work scope as detailed in Clause 3 of the above RFP to M/s \_\_\_\_\_ and accordingly, issued a Letter of Engagement dated \_\_\_\_\_ to enable the Entity to commence its internal processes required for carrying out the required Consultancy services as per the RFP. The parties are currently, in the process of finalizing the terms of the definitive final agreement.

- D. During the course of procurement of the Consultancy services, AIAHL may disclose/share AIAHL's proprietary and confidential information with the Consultant entity, and/or its employees/associates and/or Consultant entity may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (as hereinafter defined) of AIAHL.
- E. The Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement to establish and set forth the obligations of each Party with respect to any such Confidential Information.

**For purposes hereof, the term "Disclosing Party" shall refer to "AIAHL" and the term "Recipient" shall refer to "Consultancy Firm".**

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Definition. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, "Recipient's Representatives"), from and its affiliated companies, relating to the business of AIAHL, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by AIAHL; (iii) becomes available to Recipient on a non-confidential basis from a source other than AIAHL provided that such source is not bound by a confidentiality agreement with AIAHL or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.
2. Scope. This Agreement is intended to cover Confidential Information disclosed by AIAHL both prior and subsequent to the date hereof.
3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of AIAHL, disclose such information to any person for any reason at any time. The term "person" as used

in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

The recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of the Consultancy) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.

4. Compelled Disclosure. In the event that Recipient or any of Recipient's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents ) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide AIAHL with prompt notice of such request(s) so that AIAHL may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or AIAHL grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.
6. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of AIAHL, and Recipient shall keep the same at all times in its custody and subject to Recipient's control and shall return the same upon completion of the specified Purpose. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by AIAHL.
7. Return of Confidential Information. Promptly following the earlier of (i) the termination of this Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of AIAHL, Recipient will deliver to AIAHL all documents or other materials furnished by AIAHL to Recipient constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient. In the event of a written request from AIAHL, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to AIAHL.
8. No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this

Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

9. Remedies. Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause AIAHL irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, AIAHL, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

Notwithstanding the above, the Recipient will indemnify and hold AIAHL harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which AIAHL might suffer/incur as a result of any violation whatsoever of this Agreement by Recipient.

10. Termination. This Agreement may be terminated by either Party by giving the other Party no less than Twenty one (21) days prior written notice; *provided, however,* that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AIAHL's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information unless such survival is stipulated bylaw for a longer period.
11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in Delhi, India to the exclusion of all other courts situated elsewhere.
12. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or cancelled.
13. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
14. Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to

this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

15. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

AIAHL Ltd.

By:

Name:

Title:

Consultancy Entity

By: \_\_\_\_\_

Name: .....

Title: .....

WITNESSES:

1.

2.

**Letter of Financial Proposal**

To:  
Chief Financial Officer  
AI Assets Holding Ltd.,  
2<sup>nd</sup> Floor, AI Administration Building,  
Safdarjung Airport  
**New Delhi – 110003**

Dear Sirs

We, ..... (Bidder Applicant’s name) enclose herewith our Financial Bid towards RFP No. **“RFP-AIAHL/GH Consultant, dated 20<sup>th</sup> March 2024”** and our Technical Bid.

Our attached Financial Proposal is for the sum of [Insert the amount(s) in words and figures.]

We hereby confirm that the Financial Proposal is unconditional, and we acknowledge that any condition attached to Financial Proposal shall result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us up to successful completion of the Project.

We understand that you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature [In full and initials]

Name and Title of Signatory

Name of firm:

Address:

**FINANCIAL BID**  
(on the Letterhead of the Bidder)

Item No.	Description	Amount in INR only.
A	<p><b>FEES / CHARGES</b></p> <p>Consultancy Fees / Service Charges (Lump sum Cost)</p> <p><i>[NOTE: All the expenses relating to the Consultancy (personnel-Indian/expatriates) such as salaries, any travel, conveyance and hotel accommodation of Support Personnel, expenses related to meetings, documentation, presentations, as and when required by AIAHL, etc shall be borne by the Consultant and shall therefore be included in this quote as total lump sum cost, which shall be taken for evaluation.]</i></p>	
B.	<b>APPLICABLE GST AMOUNT</b>	
C	<p><b>TOTAL COST OF THE CONSULTANCY (including GST) (A + B)</b></p> <p><u>In Indian Rupees</u></p> <p>.....(in figures)</p> <p>..... (in words)</p>	

**NOTE:**

1. The financial evaluation shall be based on the above Financial Proposal, including Other Costs.
2. No escalation on any account will be payable on the above amounts.
3. Financial Proposal is to be indicated in Indian Rupees. All payments shall be made in INR subject to applicable Indian Tax laws.
4. Hourly / Daily / Monthly rate should not be quoted. Applicant Bidder is required to quote total lump sum cost for entire assignment.
5. Fee quoted shall remain FIRM till successful completion of the Project.



Check list for MUST conditions.

Non-compliance to any one of MUST conditions as indicated below will lead to disqualification of Technical Bid.

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

Ref. No.

Date:

To,  
The Chief Financial Officer,  
AI Assets Holding Ltd.,  
2<sup>nd</sup> Floor, AI Administration Building,  
Safdarjung Airport,  
New Delhi-110 003

**Sub: MUST conditions**

Dear Sir,

We hereby confirm that we, the Bidder Applicant, agree MUST conditions laid down in the RFP document:

Sr. No.	Description	Clause No.	Response
1	No Subcontracting or Assignment	Clause – 21	Yes / No
2	Deposited EMD	Clause – 5	Yes / No
3	Shall deposit a sum equal to 10% (Ten percent) of agreement value with AIAHL, within time frame.	Clause – 22	Yes / No
4	Agree to the Invoicing & Payment terms.	Clause – 15	Yes / No
5	Agree to the Penalties clause for delay / deficient / non-performance.	Clause – 16	Yes / No
6	Agree to Confidentiality / Non-disclosure Agreement.	Clause – 17	Yes / No
7	Conflict of Interest	Clause – 18	Yes / No
8	Agree to all terms & conditions of RFP		Yes / No

Note: "NO" to any one of the above conditions will lead to rejection of Technical Bid.

Bidder Applicant's authorised signatory

Signature :

\_\_\_\_\_  
Name :

\_\_\_\_\_  
Designation :

\_\_\_\_\_