

Request for Proposal/Bid

Project Consultant for
Kannur International Airport Project



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DISCLAIMER

The information contained in this Request for Proposal/Bid document (the "RFP") or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of KIAL or any of their employees, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer by KIAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information to assist in the formulation of their Proposals/Bids for selection pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by KIAL in relation to the Consultancy.

Such assumptions and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for KIAL or their employees to consider the consulting objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

KIAL or their employees 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 restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption or information contained therein or deemed to form part of this RFP.

KIAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that KIAL is bound to select or to appoint Bidder for the Consultancy and reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever. KIAL reserves the right to change any or all the provisions of RFP. Such changes shall be intimated to all the Bidders.

1. Introduction

Government of Kerala (GOK) proposes to establish a Greenfield international airport at Kannur. GoK has selected the site and has obtained the in-principle approval of Government of India to establish the proposed airport. GOK intends to develop the project, through a public limited company, wherein the Government will hold 26% of the equity, while 23% will be held by Public Sector Undertakings of the State or Central Government, 2% by Government-promoted agencies and balance through public participation by QIIs, Individuals, Companies, Co-operative banks/societies and other legal entities. With this intention, GOK has acquired major part of the land required to establish the proposed airport. A Techno Economic Feasibility Study (TEFS) was conducted in the year 1999. The TEFR was revised in the year 2005. A Detailed Project Report (DPR) has been prepared in 2012. The construction of the project is scheduled to start in the current year.

Kannur International Airport Limited (KIAL) has been incorporated as a public limited company as described above. Cochin International Airport Ltd (CIAL) has been engaged as the consultant for the DPR and main runway. Centre for Earth Science Studies (CESS), Kerala and Environmental Engineers and Consultants, New Delhi have been engaged as consultants for Environmental Impact Assessment Study (EIA) and clearance thereof. Terms of Reference for environmental impact assessment have been approved by the MOEF. KIAL has taken steps for mobilising equity and debt required for the project.

KIAL now proposes to select a Project Consultant/ firm of consultants , with proven track record as Project Consultants in Airport Projects, including Greenfield Airport Projects, as Consultants for the Kannur Airport project (excluding Detailed Project Report (DPR), main runway design, estimates and , tender documents and environmental clearance, but including review of the DPR and runway design/estimates, tender documents, supervision of the entire construction including main runway as well as obtaining other statutory clearances) through competitive tendering process by inviting bids from interested and qualified parties.

2. Objective of Process

The objective of the process is to engage an Airport Project Consultant, who will be handholding KIAL to develop the Kannur International Airport Project from the design to the operational stage. The Consultant is required to provide targeted advisory services covering a multitude of airport related disciplines like strategy, technical, finance (excluding financial closure), legal, operational and development. The objective is to ensure an integrated and comprehensive perspective for a sustained and cost-effective solution for the implementation and operation of the new airport at Kannur. **The selected consultant shall be awarded the consultancy assignment on a lump sum fixed consultancy fees on achievement of milestones.**

3. Scope of the Assignment

Airports consist of a multitude of functional chains which are interconnected, some specifically related to strategic planning or operational processes, others more to the design and technical concept and some to legal and financial planning. Hence, a given system or subsystem is likely to affect the process flows in several chains at once. Thus all functions and systems of an airport project are highly interconnected and need a holistic approach. Recognizing the above, KIAL require a consultant having the complete picture of the airport even while designing or adapting a single component or parameter.

The Airport at Kannur is proposed to be carbon neutral and maximum clean/ renewable energy-dependent Airport. The Consultants should be capable of incorporating the green energy concept. The proposed airport is envisaged as a cost effective budget project conforming to the certifying standards of DGCA/AAI/ICAO, capable of adding incremental capacities and with non-aeronautical / commercial revenue earning sources adding to the financial viability of the project. The design concept should adhere to the above theme. KIAL shall give special priority / consideration to consultants who have incorporated the above themes in their Proposal/Bid.

The different modules of the scope of work shall include but not be limited to:

I. Obtaining statutory clearances

- i. Preparing details of statutory clearances required based on the present statutes and obtaining such clearances (excluding environmental impact assessment & clearance thereof from MOEF).
- ii. Approval / Licence from DGCA/ICAO, Airports Authority of India, Ministry of Defence, and any other clearances as may be required.
- iii. Approvals and clearances from local authorities.

II. Engineering, monitoring / checking and supervision

- i. Overall review of DPR, Master Plan and Runway (Design, Estimates & Tender Documents), Earthwork quantities of entire operational areas all of which are already available with KIAL.
- ii. Preparation of technical data and preparation of land use plan, civil designs and drawings taking into account the Detailed Project Report (DPR) for civil works (other than Main Runway), Air Navigation & Communication, plan – design, airport utility services like power, lighting, water, sewage, drainage, access roads, fire, safety, security, etc. Conformity with ICAO standards for air side facilities and IATA

standards for city side facilities must be ensured. The consultant should liaise with Director General of Civil Aviation (DGCA) and other authorities for helping the Company in obtaining all statutory approvals for the plans and designs for setting up a modern State of the Art Airport at Kannur.

- iii. Architectural design and drawings for all facilities and preparation of a model for the terminal building and other buildings of the technical block associated with the airport.
- iv. Supervision of entire construction including main runway construction

III. Selection of Equipment

- i. Recommendation for specifications, selection, installation, testing and commissioning of all types of equipment required for the airport.

IV. Selection of EPC/Contractor

- i. Drafting of TOR for the EPC/Contractor, inviting offers, short listing, negotiation and selection of Contractor and finalizing the contract.

V. Co-ordination, monitoring, checking, testing and commissioning of the Airport.

- i. Monitoring, supervision and recording measurements of all contract execution including that of EPC/Contractor.
- ii. Co-ordinating the activities of various agencies to ensure adherence to time scales and schedules, supervision of works including Main Runway and final commissioning of the Airport.
- iii. Verification of all designs, estimated, BOQ, technical specifications, tender documents, etc. prepared by the EPC.
- iv. Assistance in selection of various vendors, contractors and other agencies by the EPC.
- v. Ensuring Quality Control and Quality Assurance in respect of the work done by the EPC/Contractors as per the standards and specifications prepared by the Consultant on behalf of KIAL.

4. Brief description of Bidding Process

- 4.1 KIAL has adopted a 3 envelope process for selection of the bidder for award of the Project. Proposals/Bids in 3 envelopes will have to be submitted by the bidder put together in a master

envelope. The first step of the process involves qualification of Bidder / consortia who make a Bid and meet the eligibility criteria in accordance with the provisions of this RFP. At the end of this step, KIAL shall short list suitable qualified Bidders, whose Technical and Financial Proposal/Bid (bids) will be considered in the second and third steps.

- 4.2 In the first envelope for Qualification, Bidders would be required to furnish the information required for qualification as specified in this RFP. Only those Bidders that are found qualified and short-listed by KIAL shall be eligible to have their Technical Proposal/Bid opened for the Consultancy Project. It should be clearly understood that documents required for qualification should be provided in the first envelope as Technical Proposals/Bids will not be opened in the qualification stage.
 - 4.2.1 The Bidders are advised to visit the site at Mattannur and familiarise themselves with the Project before submitting the Proposal/Bid (Bids). For location details, Bidders may contact the Office of KIAL on telephone: +91 471 2508669, +91 470 2508670, Fax: +91 471 2508669, e-mail: managingdirector@kannurairport.in.
- 4.3 In the second envelope, Bidders are required to submit their Technical Proposal/Bid in respect of the Consultancy Project, in accordance with the RFP and other documents that may be provided by the KIAL, pursuant to the RFP (Collectively the "Bidding Documents").
- 4.4 In the third envelope Bidders are required to submit their Financial Proposal/Bid in respect of the Consultancy Project, in accordance with the RFP and other documents that may be provided by the KIAL, pursuant to the RFP (Collectively the "Bidding Documents").
- 4.5 A Bidder will be required to deposit, along with its Proposal/Bid, an earnest money deposit equivalent to INR 10 Lakhs (Indian Rupees Ten Lakhs) (the "Bid Security"), refundable not earlier than 60 days from the Bid Due Date . The bid security shall be forfeited if the bidder withdraws from the bid after opening of the bid but before executing the agreement with the successful bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft payable at Thiruvananthapuram or a bank guarantee (as per format in RFP and from a nationalized bank in India only) acceptable to KIAL and the validity period of the demand draft favouring Kannur International Airport Ltd or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between KIAL and the Bidder from time to time. The bid shall be summarily rejected if it is not accompanied by the bid security.
- 4.6 Bidders are invited to examine the Project in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids.

Any queries or request for additional information concerning this RFP shall be submitted in writing by fax or by e-mail to the Managing Director, KIAL (Ph: +91 471 2508668, +91 471 2508670, Fax: 0471 2508669 e-mail: managingdirector@kannurairport.in) The envelopes/communications shall clearly bear the following identification/title:

"Queries/Request for Information: RFP for appointment of Project Consultants for Kannur Airport Project."

4.7 Schedule for bidding process

KIAL shall endeavour to adhere to the following schedule:

➤ Publication of advertisement in newspapers/KIAL website	18 May 2012
➤ Pre bid meeting	1 June 2012
➤ Last date for receiving queries from bidders	2 June 2012
➤ Replies by KIAL to queries of bidders	4 June 2012
➤ Last date for receiving Proposal/Bid (Bid Due Date)	11 June 2012
➤ Opening of the RFP (Qualification envelope)	12 June 2012
➤ Date for intimation to qualified bidders	16 June 2012
➤ Opening of technical Proposal/Bid	20 June 2012
➤ Opening of financial Proposal/Bid	30 June 2012

4.8 The Request for Proposal/Bid shall be down loaded from the web site of KIAL and sent along with a fees of Rs 15,000 (Indian Rupee Fifteen thousand only) towards cost of the document by way of a crossed demand draft from any nationalized bank in India, drawn in favour of Kannur International Airport Ltd payable at Thiruvananthapuram. Only those firms, who have down loaded the RFP document as mentioned above, and submitted along with the fees, shall be entitled to submit their Bid.

5. Selection and Evaluation Criteria

The bid evaluation process will be based on a three stage system viz. (1) Pre-qualification, (2) Evaluation of Technical Proposal/Bid and (3) Financial Proposal/Bid, sequentially. The Proposals/Bids shall be examined by an Evaluation Committee to determine whether the Proposals/Bids received are responsive in terms of the requirements of the RFP, before proceeding further.

6. Instructions to Bidders

6.1 Scope of Bid

KIAL wishes to receive Bids for Qualification and Technical and Financial Proposals/Bids together (in 3 separate envelopes, put together in a master envelope) in order to short- list experienced and capable Bidders and select the technically and financially most competent Bidder for the Airport Project.

6.2 Eligibility of Bidders

6.2.1 The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, Bidder(s) applying individually or as a Lead member of a Consortium, (The Bidder shall be the Lead member, in case of a consortium) as the case may be, cannot be member of another Bidder Consortium. The term Bidder used herein would apply to both a single entity and a Consortium. For the purposes of this RFP, an entity would be construed as:

- a) A Company which is registered in India under the provisions of the Companies Act, 1956, or
- b) Any foreign company in joint venture/consortium with an Indian company, as per applicable FDI norms.
- c) A proprietary or partnership firm.

6.2.2 A Bidder may be a private entity, government-owned entity or any combination of them, with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium.

6.2.3 A bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if:

6.2.3.1 such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is equal or less than 26% of its paid up and subscribed capital; or

6.2.3.2 such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

6.2.3.3 such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about the project, or to influence the Bid of either or each of the other Bidder.

6.3 A bidder shall be liable for disqualification if any legal, financial or technical adviser of the Bidder in relation to the project is engaged by another Bidder in any manner for matters related to or incidental to the Project.

6.4 To be eligible for pre-qualification and short-listing, a bidder shall fulfil the following conditions of eligibility:

6.4.1 Key Personnel

The bidder should furnish an undertaking that key personnel required for undertaking the consultancy work would be provided as per requirements of KIAL spelt out below:

The Bidder's Consultancy Team shall consist of key personnel having adequate airport experience capable of discharging their respective responsibilities for implementation, execution and commissioning of the airport project successfully in a time bound manner such as:

- | | | |
|---|---|--|
| 1) Airport planning and design expert | 13) Communication (data and voice) expert | 25) Quantity Surveyor/Estimator |
| 2) Air space planner | 14) Electrical specialist | 26) Senior electrical specialist |
| 3) Air traffic forecast and aviation transport specialist | 15) Environmental expert | 27) Senior mechanical specialist |
| 4) Area drainage expert | 16) Finance and business expert | 28) Traffic and transportation cum aviation expert |
| 5) Airport planner | 17) Fire fighting expert | 29) Town planning expert |
| 6) Airport design engineer | 18) Fuel Expert for airports | 30) Utility and infrastructure specialist, etc. |
| 7) Architect | 19) Geo-technical expert | |
| 8) Air space & ATM specialist | 20) Legal expert | |
| 9) Airport security expert | 21) Procurement and contract expert | |
| 10) Airport policy & institutional expert | 22) Project finance expert | |
| 11) CNS Specialist | 23) Project Manager | |
| 12) Commercial pilot & air safety specialist | 24) Deputy Project Manager | |

A list of all such personnel to be employed/engaged together with details of their qualification and experience proposed to be employed by the consultant should be provided to KIAL before signing the agreement and this will form part of the agreement.

Any replacement of personnel proposed to be employed/engaged or employed/engaged shall be done with the consent of KIAL and the proposed replacement shall be made only if their qualification, abilities and relevant experience are substantially equal to or better than those employed/engaged first.

6.4.2 Technical Capacity:

The Bidder or the lead member shall have, over the past 7 (seven) years ending on 31 March 2012, participated as Project Consultant in a minimum of one airport project costing INR 1500 Crores or more in India or abroad or airport projects with total cost of Rs.1500 Crores or above with each airport project not less than Rs.500 Crores.

6.4.3 Financial Capacity:

- (i) The Bidder or lead member shall have received a minimum income of Rs. 5 Crores per annum from professional fees during each of the three years preceding the Proposal/Bid Due Date.
- (ii) The net worth of the Bidder or in the case of a consortium, the combined net worth of the consortium, shall be not less than Rs.50 Crores as at the close of 31 December 2010 or 31 March 2011.
- (iii) The Bidder shall enclose with its Proposal/Bid, certificate(s) (in English), from its Statutory Auditors or independent accountant, with their seal and signature, stating its net worth as on the last date of closing its accounts for a specifically mentioned financial or calendar year and the revenues from professional fees during the past three years. 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 KIAL and in any case before signing of the agreement.
- (iv) In case of a Consortium, the combined financial capacity of those members should satisfy the above conditions of eligibility.
- (v) Members of the consortium shall remain part of the Consortium for at least a minimum of 1 year from the date of commencement of the commercial operation of the project and associated developments for which an undertaking that this requirement would be complied with before signing of the agreement should be included in the first envelope.

6.4.4 Any entity which has been barred by the Central / any State Government in India (or any entity controlled by them), from participating in any project, and the bar subsists as on the date of

Proposal/Bid, would not be eligible to submit a Proposal/Bid. A bidder should, in the last three years, have 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.

An undertaking to this effect should be furnished in the first envelope for qualification by the bidder.

6.4.5 The Consortium will be required to submit its MOU/Agreement among consortia partners along with their Proposal/Bid; however, if KIAL seeks any modification in the MOU/Agreement, the Consortium shall incorporate the same accordingly. If the consortium is not in a position to submit its MOU/Agreement at the time of submission of bid, lead member will have to give a letter showing the names of the members and their share in the consortium and give an undertaking to execute an MOU/ Agreement to the satisfaction of KIAL before executing the contract agreement. However, the MOU/Agreement amongst the consortium members will have to be submitted before signing of Consultancy Agreement.

6.5 The duties, responsibilities and powers of the Lead member shall be specially included in the MOU/Agreement. It is expected that the lead member would be authorized to meet liabilities and to receive instructions and payments for and on behalf of the consortium.

(a) The minimum eligibility of the consortium shall be evaluated on the combined strength of the members. No member of the consortium shall be allowed to leave the consortium without prior written permission of KIAL; however, KIAL may permit the substitution of any member of the consortium by a better-qualified member. No change in the consortium will be permitted after signing of the contract.

(b) For the purpose of submitting information for meeting eligibility & evaluation criteria the consortium has to comply with the condition for submitting information as above.

(c) The major members of the Consortium shall be present during all meetings after award of contract.

6.6 The envelope should be identified and marked as “Qualification Envelope” and should have the following documents in Original:

- a) A covering letter (Letter of Proposal/Bid) as per Appendix-I
- b) Original Bank guarantee or Demand Draft for EMD (Ref Clause 4.5).
- c) Proof of payment of cost of RFP document or Demand Draft for Rs.15,000 (Ref Clause 4.8).
- d) Letter of Undertaking regarding Key Personnel (Ref Clause 6.4.1)
- e) Proof of Technical Capacity (Ref Clause 6.4.2) in Appendix-I

- f) Proof of Financial Capacity (Ref Clause 6.4.3 (iii)) in Appendix-I
- g) Letter or Undertaking as per Clause 6.4.3 (v)
- h) Letter of Undertaking as per Clause 6.4.4.
- i) MOU or Letter and Letter of Undertaking regarding MOU (Ref Clause 6.4.5)
- j) Copy of the Power of Attorney (Ref Clause 20.2)
- k) Name and address of the Contact person, e mail, fax and telephone
- l) List of documents in the envelope duly certified.

7. Technical Proposal/Bid

The Technical Proposal/Bid should be submitted in a separate envelope marked and stamped as such in one Original plus two (2) additional copies and should contain details/documents as given in succeeding clauses. A list of documents enclosed in the envelope shall also be submitted. The Technical Proposal/Bid (both Original and Copies) must be sealed in a specially marked envelope/package, marked “Technical Proposal/Bid – For Appointment of Consultant for development of Kannur International Airport, Kerala”

7.1.1 Bidders are required to submit details of approach & methodology proposed to be followed for carrying out the said assignment, etc. Bidders may be called upon to make a presentation of their Proposals/Bids, at their own cost, to the Evaluation Committee, if required. The Evaluation Committee will carry out the technical evaluation applying the criteria and points rating as listed in the table below:

SN	Parameter	Maximum Total Technical Score
1	Bidder's experience as Project Consultant in development of an airport project in the past seven years	50
2	Bidder's experience as Technical Consultant of an airport project in India in the past seven years	15
3	Bidder's experience as Financial Consultant of an airport project in India in the past seven years	15
4	Conceptual Clarity and Understanding of the project and its objectives and carbon neutral /green energy concept	10
5	Proposed Approach and Methodology for undertaking the project	10
	Total Technical Score	100

Project Consultancy here means the overall consultancy for an airport project as a whole covering all or substantially all components of the airport project including DPR, master plan, designs, drawings surveys, financial analysis, preparation of business plan, legal issues, clearances required, engineering, monitoring/checking and supervision, selection and recommendation of equipment for the airport, selection of contractor, co-ordination, monitoring, checking and commissioning of the airport.

Technical Consultancy here means consultancy on all or substantially all technical aspects of an airport including DPR, master plan, designs, drawings surveys, legal issues, clearances required, engineering, monitoring/checking and supervision, selection and recommendation of equipment for the airport, selection of contractor, co-ordination, monitoring, checking and commissioning of the airport.

Financial Consultancy here means consultancy on all or substantially all financial aspects of an airport including preparation of business plan, financial analysis, risk analysis, advice on financing options, assessments and reasonableness of cost, identifying aeronautical and non-aeronautical revenue streams etc.

7.1.2 The maximum achievable total technical Score for any bidder would be 100. A minimum of 75 marks is necessary for qualifying in the Technical Proposal/Bid. The financial Proposal/Bid of only those bidders who achieve 75% or more technical score will be opened. The financial Proposals/Bids of bidders scoring less than 75 marks out of 100 marks for their Technical Proposal/Bid would be returned, unopened.

7.2 Bidder's Experience as Project Consultant

7.2.1 Bidders should indicate the number of completed projects, including the name of the client for whom the assignment has been carried out.

7.2.2 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 KIAL and in any case before signing the agreement.

7.2.3 Evaluation Committee would evaluate the experience of each bidder in respect of eligible projects and assign score on its evaluation as under:

As Consultant in Airport Development Projects (Project Consultancy)

For a single project costing Rs 1500 Crore or more, successfully undertaken and completed (i.e. technical and financial closure) in the past seven years: 50 marks.

OR

For 3 (three) separate projects costing Rs 500 Crore or more for each such project, and aggregating to Rs 1500 Crore or more, successfully undertaken or on-going in the past seven years: 40 marks.

Technical Consultancy

For successfully completed airport project in the past seven years of individual total project cost not less than Rs. 500.00 Crores: 15 marks.

Financial Consultancy

For successfully completed airport project in the past seven years of individual total project cost not less than Rs. 500.00 Crores: 15 marks.

Conceptual Clarity and Understanding

Bidders are required to furnish a detailed write-up on Conceptual Clarity and Understanding of the project and its objectives: 5 Marks.

For special design concept as outlined under Clause 3: 5 Marks.

Approaches and Methodology

Bidders are required to furnish the Proposed Approach and Methodology and Work Plan to undertake the assignment: 10 marks

The Evaluation Committee would evaluate each item above and assign appropriate score to every bidder based on its evaluation ads under:

SN	Finding of Evaluation	% of Points
1	Not submitted (Failure)	0%
2	Submission is below the requirement (inadequate/poor)	30%
3	Submission meets the requirement (Adequate/Fair)	75%
4	Submission exceeds the requirement (Good)	90%
5	Submission far exceeds requirement (Excellent)	100%

Total Technical Score

The total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the parameters indicated above viz., experience, conceptual clarity, approach & methodology.

Financial Proposals/Bids of those bidders who have obtained a minimum score of 75% in evaluation of Technical Proposal/Bid will only be opened.

Special Consideration

Other things being equal in the technical evaluation parameters, bidders who have proposed viable solutions adhering to the design concept as stated under Clause 3, shall be given a higher consideration.

8. Financial Proposal/Bid

Financial Proposal/Bid must be submitted in one separately sealed envelope, marked "Financial Proposal/Bid - For Appointment of Consultant for development of Kannur International Airport, Kerala".

The financial Proposal/Bid should be submitted in the format as per Appendix-II. It should be noted that the financial Proposal/Bid should be for Lump Sum Fees (Firm and Fixed) plus applicable service tax. No escalation on any account shall be payable on the amounts quoted in the financial Proposal/Bid. Financial Proposals/Bids that are conditional will summarily be rejected.

The Proposal/Bid must be valid for a period of SIX months from the due date for submission.

The selected Consultant shall be paid milestone linked lump sum fees based upon achievement of respective milestones as per the schedule described in Clause 23.

9. Conflict of Interest

KIAL requires that the selected Bidder (the Consultant), provide professional, objective and impartial advice and at all times hold KIAL/ GOK's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

Without limitation on the generality of the foregoing, and in addition to the conditions stipulated under Clause 6.2.3, the Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- 1) If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant. The

duties of the Consultant depend on the circumstances of each case. While providing consultancy services to KIAL for this particular assignment, the consultant shall not take up any assignment that by its nature will result in conflict with present assignment.

- 2) A firm which has been engaged by KIAL to provide Goods or Works for Project and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project and any of its affiliates will be disqualified from subsequently providing goods or works or services related to this project.
- 3) A bidder eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services) and any breach of this obligation shall be construed as Conflict of Interest.

10. Fraudulent and Corrupt practices

The bidders and their officers, employees, agents and advisors shall observe the highest standard of ethics during the selection process. KIAL shall reject a bid if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process.

For the purposes of this provision, the terms set forth are defined as follows:

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the public official in the selection process;

“Fraudulent Practice” means misrepresentation or omission of facts in order to influence the selection process;

“Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process;

“Undesirable Practice” means establishing contact with any person connected with or employed with KIAL/ GoK with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; and

“Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

All documents and other information supplied by KIAL or submitted by Bidder/consultant shall remain or become the property of KIAL.

Bidders/consultants are to treat all information, as strictly confidential. KIAL will not return any submissions.

Bidders are advised that the selection of Consultant shall be on the basis of objective assessment done by KIAL through evaluation process defined in this RFP. Bidders will be deemed to have understood and agreed that no explanation or justification of any aspect of the Selection Process will be given and that KIAL's decisions are without any right of appeal whatsoever.

Bidders are advised that KIAL will not respond to any enquiries or enter in to communication concerning or relating to Selection Process.

Bidder(s) eventually appointed to provide Consultancy service for this Project, as well as any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project.

KIAL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Bidders or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignments of the Bidder.

II. Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal/Bid by paying a visit to KIAL and the Project site, or by sending written queries to KIAL.

12. Availability of RFP Document

The RFP document can be downloaded from the Official Website of KANNUR AIRPORT (www.kannurairport.in) and the Bidder needs to deposit a fee of Rs.15,000 (Rupees fifteen thousand only) in the form of Demand draft in favour of Kannur International Airport Ltd, payable at Thiruvananthapuram, along with the Bid , in the first envelope (Ref Clause 6.6) unless the Demand Draft has been sent to KIAL before submission of the Bid in which case proof of payment has to be included in the first envelope.

13. Number of Proposals/Bids

Each Bidder shall submit only 1 (one) Proposal/Bid, in response to this RFP. Any Bidder, who submits or participates in more than one Proposal/Bid will be disqualified and will also cause the disqualification of each of the consortia of which it is a member.

14. Proposal/Bid and other costs

The Bidder shall be responsible for all of the costs associated with the preparation of its Proposal/Bid and subsequent negotiation, including visits to KIAL, project site, etc. KIAL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

15. Right to accept any Proposal/Bid

Notwithstanding anything contained in this RFP, KIAL reserves the right to accept or reject any Proposal/Bid and to annul the Selection Process and reject all Proposals/Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof and take any such measure as may be deemed fit in the sole discretion of KIAL, including annulment of the Selection Process.

16. Clarifications

- 16.1 Any queries or request for additional information concerning this RFP shall have to be submitted in writing on or before 2 June 2012. The envelopes shall clearly bear the following identification: "Queries/Request for Information: RFP for appointment of Project Consultant for Kannur Airport Project".
- 16.2 KIAL would endeavour to respond to the queries not later than 4 June 2012. The responses will be sent by fax or e-mail. KIAL will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.
- 16.3 KIAL reserves the right not to respond to questions raised or provide clarifications sought, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring KIAL to respond to any question or to provide any clarification.

17. Pre-Bid Meeting

- 17.1 There shall be a Pre-bid meeting on 1 June 2012 to be held at Thiruvananthapuram, at an appointed time, for which necessary communication will be sent to all Bidders.

17.2 The pre bid meeting is intended to clarify the RFP or take suggestions or any modifications from the Bidders and KIAL shall at its sole discretion endeavour to consider them.

18. Amendment of RFP

- 18.1 At any time prior to the deadline for submission of Proposal/Bid, KIAL may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/ Amendment.
- 18.2 All such amendments will be notified by publishing in the web site and will be binding on all Bidders.
- 18.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, KIAL may, at its own discretion, extend the Proposal/Bid Due Date.

19. Language

The Proposal/Bid with all accompanying documents and related correspondence shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal/Bid unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal/Bid, the translation in English shall prevail.

20. Format and signing of Proposal/Bid

- 20.1 The Bidder shall provide all the information sought under this RFP in the formats specified. KIAL would evaluate only those Proposals/Bids that are received in the specified forms and complete in all respects. The Bidder shall prepare and submit only one original set of the documents, plus two copies clearly marked as such (Ref: Clause 35).
- 20.2 The Proposal/Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal/Bid shall be initialled by the person(s) signing the Proposal/Bid.

The Proposal/Bid must be properly signed as detailed below:

- (i) By the partner holding the Power of Attorney, in case of a partnership firm; or
- (ii) By a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.
- (iii) By the proprietor, in case of a proprietary firm.

A Copy of the Power of Attorney certified under the hands of a partner or director of the Bidder or a notary public on the specified form shall accompany the Proposal/Bid.

- 20.3 Bidders should note the Proposal/Bid Due Date, as specified in Clause 4.7, for submission of Proposals/Bids. Bidders are reminded that no supplementary material will be entertained by KIAL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal/Bid Due Date as specified in Clause 4.7. Bidders will normally not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

21. Validity of the Proposal/Bid

The Proposal/Bid shall be valid for a period of not less than 180 days from the Proposal/Bid Due Date.

22. Evaluation and Award Criteria

- 22.1 The final evaluation of combined technical and financial Proposals/Bids shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. A weightage of 80% will be assigned to the marks/points scored in the Technical Proposal/Bid and a weightage of 20% will be assigned to the marks/points scored in the Financial Proposal/Bid (as illustrated below).
- 22.2 Let "T" be the total marks scored in technical Proposal/Bid, and 'F' be the marks scored for the Financial Proposal/Bid. The bidder, who gets the lowest Evaluated financial Quote, will be awarded a financial score of 100 marks and other bidders will be given financial scores that are inversely proportional to their Evaluated Financial Quote.
- 22.3 The formula for this will be, $F = 100 \times (\text{amount of Evaluated Financial quote by the Lowest Bidder} / \text{Amount of Evaluated Financial Quote by the Bidder under evaluation})$.

The financial weighted score (combined technical and financial) will be:
 $0.80 * T + 0.20 * F$

- 22.4 The consultancy assignment shall be awarded to the bidder scoring the highest financial weighted score.
- 22.5 KIAL, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to KIAL

23. Important Milestones and Implementation Schedule

23.1 The list of important milestones and their expected time of occurrence is as follows:

SL	Milestone	Duration (Months)
1	Technical Review Report	D+1
2	All statutory clearances & approvals (except Environmental clearance & DGCA Licence for the Airport)	D+2
3	Technical Closure: a) Preparation of technical data, designs and drawings, architectural design and drawings for all airport infrastructure and facilities other than main runway, etc.	D+21/2
	b) Preparation of detailed estimate, tenders for all airport infrastructure and facilities other than main runway, etc.	D+31/2
4	Approvals by Client	D+4
5	Award of tenders and appointment of contractors	D+5
6	Co-ordination, monitoring, checking & supervision	Till Commissioning
7	Testing, trial runs & commissioning including final clearances (including DGCA licence for the Airport)	

* D – Date of issue of Letter of Award

23.2 Liquidated Damages:

If the Consultant fails to achieve milestones within the period of completion as specified in Clause 23 and Clause 28 or within extended time allowed by the KIAL, if any, the Consultant shall pay to the KIAL an amount equal to 1% of the Contract amount of that part of work for every week of delay or part thereof in the case of each item of work subject to maximum of 10 % of the total contract value of that part of work as liquidated damages for the period during which the work remains unfinished. The KIAL may deduct such amounts from any money due or that may become due to the consultant.

23.3 Extension of time:

If in the opinion of KIAL, after award of the work, the progress of the work has at any time been delayed by unavoidable causes beyond the control of the Consultant then the time of completion

of the work may be extended for such reasonable time as KIAL may decide and this will be indicated in writing.

23.4 Termination, Suspension and Resumption

If the Consultant has abandoned the contract or has failed to proceed with the work due to negligence or the progress of work is slow or has failed to perform the obligations in accordance with the terms and conditions of the contract, or is persistently or frequently neglecting to carry out his obligations under the contract, then it shall be lawful for KIAL to terminate the contract forthwith under written notice and to proceed with the balance work through any other Consultant. Extra cost and expense incurred for completing the balance work through any other consultant or agencies including its own department shall be debited to Consultant's account and shall be recovered from any money due or that may become due to the Consultant without prejudice to any other remedy in law that may be available to KIAL. If there is any saving in cost due to rearrangement or supplementing through other agencies the Consultant will not have any claim on this.

KIAL may terminate its obligations under the contract (after signing the agreement) in the event of any fundamental breach by the Consultant of his obligations hereunder, which breach has not been remedied within 14 days of written notice from KIAL requiring the breach to be remedied or by giving the Consultant 30 days written notice of its intention to do so.

The Consultant may terminate his obligations under the contract in the event of any fundamental breach by KIAL of its obligations hereunder, which breach has not been remedied within 14 days of written notice from the Consultant requiring the breach to be remedied; or Force Majeure which prevents the Services from being completed pursuant to Clause 24.

Termination as mentioned hereinabove shall be effected only after giving to the other party 30 days of notice in writing.

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of the contract which occurred prior to the date of the termination.

In the event that the Services are terminated the Consultant shall be entitled to payment of such part of the Services rendered up to the date of termination.

24. Force Majeure

After award of the contract,

- 24.1 The Consultant shall not be liable for any failure to perform the Services caused by any Force Majeure events. For the purpose of this Clause, Force Majeure means the outbreak of war,

hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion or any similar cause beyond the control of the Consultant which prevents or adversely affects the performance of the Services.

24.2 Should the performance by the Consultant of the Services be prevented or adversely affected by the Force Majeure, he shall as far as reasonably practicable, give notice in writing thereof to KIAL.

24.3 Should the performance by the Consultant of the Services be wholly or substantially prevented by the Force Majeure for a period of not less than 90 consecutive days, he shall be entitled at the expiration of such period of 90 days to give to KIAL not less than 14 days' notice in writing terminating the Contract agreement . Upon the expiration of such notice, the Consultant shall be entitled to receive the same remuneration and reimbursement as if the agreement had been terminated by KIAL under Clause 23.4.

25. Payment of Fees

Milestone linked Professional fees:

25.1 Following milestone linked Professional Fees as stated hereunder, shall be paid to the Consultant upon reaching the specified milestone:

SL	Milestone	% of Total
1	On appointment of Project Consultant (Advance Payment)	10%
2	All statutory clearances & approvals (except Environmental clearance & DGCA Licence for the Airport)	10%
3	Technical Closure: a) Preparation of technical data, designs and drawings, architectural design and drawings for all airport infrastructure and facilities other than main runway, etc.	15%
	b) Preparation of detailed estimate, tenders for all airport infrastructure and facilities other than main runway, etc.	15%
4	Approvals by Client	10%
5	Award of tenders and appointment of contractors	15%
6	On Commissioning	25%

- 25.2 The advance payment of 10% on appointment of Project Consultant will be made by KIAL against an irrevocable and unconditional bank guarantee in favour of KIAL payable at Thiruvananthapuram. This amount will be recovered in 6 equal instalments or 10% of the value of each bill (excluding the first bill for advance payment) whichever is higher. Proportionate bank guarantee will be released on adjusting the amount from each bill.
- 25.3 The advance payment recovered will be construed as retention money. The retention money shall be released after 6 (six) months from the date of commissioning of the airport.

26. Service Tax and other taxes

Service tax shall be payable by KIAL at rates as per applicable laws in force from time to time in addition to the lump sum fees. All other taxes shall be borne by the bidder.

27. Exclusions

The professional Fee quoted shall be inclusive of all out of pocket expenses on travel, conveyance, communication, stationery and all such office/administrative expenses, applicable taxes etc.

28. Commencement, Completion and Alterations

Commencement Date

The Commencement of Project will be the date of issue of 'Letter of Award'.

Duration of Contract

Duration of Contract is 6 calendar months from the date of commencement or commissioning of the project whichever is later.

Completion Date

The completion date of the contract shall be the date immediately before which all work has been carried out to the satisfaction of KIAL, all the milestones have been met and all claims that may be outstanding between KIAL and Consultant have been resolved.

Alterations:

Should circumstances arise which call for the modification of the contract, it will be done by mutual consent of the concerned parties in writing. In this respect, Proposal/Bids for alterations from one party shall be given due consideration by the other party.

29. Assignment

The Consultant shall not, without the written consent of KIAL assign the benefits or any other aspects, obligations or duties due under the contract to any third party thereof. Accordingly, KIAL shall not, without the written consent of the Consultant in any way assign or transfer its obligations under the contract to any third party thereof except in case of default on the part of the Consultant when KIAL will be entitled to engage a third party to complete the Project at the cost of the Consultant.

30. Applicable Laws

The contract shall be governed by the Indian Laws being in force from time to time.

31. Settlement of Disputes

For any dispute arising out of this Agreement, only the Courts in Thiruvananthapuram/Kannur shall have jurisdiction to entertain such a dispute.

32. Heading of Clauses

The Headings of the Clauses herein have been inserted only to facilitate reference and shall not be taken as being of any significance whatsoever in the construction and interpretation of the Clauses.

33. Ruling Language

The ruling language in this contract shall be UK English. All correspondence, reports and documents shall also be provided in English.

34. Confidentiality

The deliverables, reports and other works of the Consultant for this assignment including all studies and other materials, contributions shall be the property of KIAL and the consultant shall handover all data and documents. The Consultant will not have any right on such materials including data. The Consultant shall keep all work and services carried out for this assignment entirely confidential and not use, publish or make known any of it, without the written approval of the Managing Director, Kannur International Airport Limited. However, the foregoing obligations of confidentiality and secrecy and non-use shall not apply to any information that was in the Consultant's possession prior to commencement of work or which is or shall become available to the public in the form of printed information from other sources.

35. Preparation of Proposal/Bid

Bidders shall submit their Proposal/Bid with a covering letter along with documents mentioned under Clause 36, in three separate envelopes packed together in one master envelope.

Appendix-I (Envelope 1)	Documents listed under 6.6
Appendix-II (Envelope 2)	Technical Proposal/Bid and Certificate of Authority to sign Proposals/Bids (Original and two copies)
Appendix-III (Envelope 3)	Financial Proposal/Bid (original only, in a separate sealed envelope)

36. Submission of Proposal/Bid

36.1 The Bid for qualification, Technical and Financial Proposals/Bids must be submitted simultaneously but in separate sealed envelopes so as to reach the office of KIAL not later than 11 June 2012. All the three inner sealed envelopes (1, 2 & 3) shall indicate the name and address of the bidder. The first inner envelope shall contain details of the bidders eligibility criteria together with supporting documents, the second inner envelope shall contain the bidder's technical Proposal/Bid duly identified as Technical Proposal/Bid. The third inner envelope shall include the Financial Proposal/Bid duly identified as such. Proposal/Bid not received in separate sealed envelopes shall not be considered. If the envelopes are not sealed and marked as instructed, neither KIAL nor its designated office will assume any responsibility for misplacement or pre-mature opening of the Proposals/Bids submitted.

36.2 Earnest Money Deposit

Bidder(s) shall submit EMD amounting to Rs. 10,00,000/- (Rupees Ten lakhs) in the form of Demand Draft drawn on any Bank in favour of "KIAL" payable at Thiruvananthapuram, or Bank Guarantee as specified in Clause 4.5 . The EMD shall be submitted along with envelope I. EMD of all unsuccessful Bidders shall be returned after award of work, on request by the bidders. No interest shall be paid on any account against EMD.

The EMD will be forfeited: -

- a. If the bidder withdraws his/her bid during the validity period of bid or extended period as specified in this document.
- b. If successful bidder fails to sign the agreement or furnish Performance Security as will be required at the time of signing the agreement.

The Bid and the Technical Proposal/Bid & Certificate of Authority to sign Proposals/Bids and Financial Proposal/Bid sealed along with the Covering Letter should be put in a specially marked envelope/package (Master Envelope) as per Clause 4.1, marked "Proposal/Bid - For Appointment of Consultant for development of Kannur International Airport, Kerala" and should be addressed as follows for mailing.

The Managing Director,
Kannur International Airport Limited,
"Parvathy", T.C 36/1, Chacka, N.H Bypass,
Pettah P.O., Thiruvananthapuram,
Kerala - 695 024.
Tel: +91 471 2508668, 2508670.

37. Performance Guarantee

The Consultant shall furnish a performance security by way of Bank Guarantee in favour of KIAL payable at Thiruvananthapuram for a sum equal to 10 % of the agreement value. Performance security will be released on satisfactory completion of the Consultant's obligations under the agreement. If the consultant abandons the work or fails to achieve the milestone or there is persistent default or delay on the part of the Consultant and the work is carried out through other agencies, the bank guarantee will be invoked and the performance security will be forfeited.

38. Deadline for Submission of Proposals/Bids

The Managing Director, KIAL must receive the Proposals/Bids not later than 1700 hrs (IST) on 11 June 2012. No request for extension of the deadline shall be entertained. If the date of submission of the Proposals/Bids is declared a public holiday, the Proposal/Bid may be delivered up to 1700 hrs on next working day.

The "Certificate of Authority to sign Proposal/Bid" attached must be executed by a representative of the bidder, who is duly authorized to execute contracts and bind the Bidder. Signature on the Certificate represents that the bidder has read this document, understands it and agrees to be bound by its terms and conditions.

The Bids (Outer Envelope along with the Bid) will be opened at 1600 Hrs on 12 June 2012 or the day following the last date for receiving bids, if 12 June 2012 is declared a public holiday, in the presence of the bidders, who wish to be present, at the office of KIAL, Thiruvananthapuram, by the Evaluation Committee constituted for this purpose.

Any reference to Proposal(s) or application(s) will be treated as a reference to Bid(s).

Request for Proposal/Bid- Project Consultant-Kannur
International Airport Limited-May 2012