

APPENDICES

(Revised Request for Proposal/Bid Document)

FOR APPOINTMENT OF
PROJECT CONSULTANT

FOR
KANNUR INTERNATIONAL AIRPORT PROJECT

September 2012

APPENDICES

Formats

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APPENDIX-I
APPLICATION FOR QUALIFICATION

Form-1

Letter of Proposal/Bid-Covering letter
(Clause 6.6 of RFP)

(On Applicant's letter head)

(Date and Reference)

To,

The Managing Director,
Kannur International Airport Private Limited,
"Parvathy", T.C 36/1, N.H Bypass, Chacka,
Thiruvananthapuram,
Kerala – 695 024.

Dear Sir,

Sub: Proposal for Project Consultancy for Kannur airport

With reference to your RFP Document referred above, We, _____ (name of the applicant or consortium) having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Consultant for the Kannur Airport Project and state that:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of getting selected as the Consultant.
3. We shall make available to KIAL any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. We acknowledge the right of KIAL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

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6. We declare that:
 - (a) We have examined and have no reservations to the RFP Documents.
 - (b) We do not have any conflict of interest in accordance with the RFP Document;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with GOK / KIAL or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt, fraudulent, coercive, undesirable or restrictive practices.
 - (e) We certify that the joint venture/consortium with the Indian company, by the Foreign Company (ies) is as per applicable FDI norms.
7. We understand that you may cancel the Selection Process at any time without incurring any liability to the Applicant and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability whatsoever.
8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. We hereby irrevocably waive any right it has at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GOK / KIAL in connection with the selection of Applicant, or in connection with the Selection Process itself in respect of the above mentioned Project and the terms and implementation thereof.
12. A Power of attorney in favour of the authorised signatory to sign and submit this Proposal and documents is also attached herewith.

Appendices

13. In the event of my/our being declared as the selected Applicant, I/We agree to enter into an Agreement with GOK / KIAL
14. We have studied all the relevant documents carefully and also surveyed the project site. 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 GOK / KIAL or in respect of any matter arising out of or concerning or relating to the Agreement including the award of Consultancy.
15. The Documents for qualification and Financial Proposal are being submitted in separate covers. This Technical Proposal read along with the Qualification documents and Financial Proposal shall constitute the Application which shall be binding on us.
16. We agree and understand the Application is subject to the provisions of the RFP. In no case, we shall have any claim or right of whatsoever nature if the Consultancy is not awarded to me/us or our Application is not opened.
17. We agree to keep this offer valid for 180 (one hundred and eighty) days from the Application Due Date specified in the RFP.
18. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP Document.

Thanking you,

Yours faithfully,

(Signature of the Authorised Representative)

(Name and designation of the Authorised Representative)

(Name of the Applicant / Consortium leader)

Note:

The cost of RFP document Rs 15,000/- has been remitted through Demand Draft no _____ dated _____ drawn on _____ (Name of Bank) in favour of KIAL, payable at Thiruvananthapuram

APPENDIX-I

Form-2

Particulars of the Applicant
(To be provided for each of the consortium members)

- 1.1 Title of Consultancy : Project Consultant
- 1.2 Title of Project : Kannur Airport Project
- 1.3 State the following:
- Name of Company or Firm :
- Technical status :
(e.g. incorporated private company, unincorporated business, partnership etc.)
- Country of incorporation :
- Registered address :
- Year of Incorporation :
- Year of commencement of business :
- Principal place of business :
- Brief description of the Company including details of its main lines of business :
- Particulars of individual(s) who will serve as the point of contact/ communication with GOK / KIAL:
- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Fax Number :

Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant:

- Name :
- Designation :
- Company :
- Address:
- Phone No. :
- Fax No. :

Appendices

1.4 For the Applicant state the following information:

i) In case of non - Indian company, does the company have business presence in India? Yes/No

If so, provide the office address(es) in India.

ii) Has the Applicant been penalized by any organization for the poor quality of work in the last five years? Yes/No

iii) Has the Applicant ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years? Yes/No

iv) Has the Applicant been blacklisted by any Govt. department/Public Sector Undertaking in the last five years? Yes/No

v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No

Note: If answer to any of the questions at ii) to v) is yes, the Applicant is not for eligible this consultancy assignment.

1.5 Does the Applicant's firm/company combine functions as a Consultant along with the functions as a contractor and/or a manufacturer? Yes/No

If yes, then for this work does the Applicant agree to limit the Applicant's role only to that of a Consultant and to disqualify themselves, their associates/ affiliates and/or parent organization subsequently from work on this project in any other capacity (including tendering relating to any goods or services for any part of this project) other than that of Consultant for GOK / KIAL? Yes/No

1.6 Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consultancy Services? Yes/No

If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this project (including tendering relating to any goods or services for any other part of the project) other than that of the Consultant? Yes/No

If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this project and they agree to limit their role to that of Consultant for GOK / KIAL only? Yes/No

APPENDIX-I

Form-3

(Ref Clause 6.4.2 of RFP)
Statement of Technical Capacity

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

Ref. Date:

The Managing Director,
Kannur International Airport Private Limited,
“Parvathy”, T.C 36/1, N.H Bypass, Chacka,
Thiruvananthapuram,
Kerala – 695 024.

Dear Sir,

Sub: Proposal for appointment as Project Consultant for Kannur Airport Project

We hereby confirm that we, the Applicant satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory

For and on behalf of _____

APPENDIX-I

Form-4
(Clause 20.2 of RFP)
Power of Attorney

Know all men by these presents, we, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Project Consultant for Providing total Advisory Services for the Kannur Airport project , proposed to be developed by GOK / KIAL, including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to GOK / KIAL, representing us in all matters before GOK / KIAL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with GOK / KIAL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with GOK / KIAL.

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

Appendices

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____,
2012

For

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant:

For a Power of Attorney executed and issued overseas, the document will also have to be financialised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

APPENDIX-I

Form-5

(Clause 6.4.3 of RFP)

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue from Professional services. (Rs.Millions)	Net worth as at the end of the financial year (Rs Millions)
1.			
2.			
3.			

Signature of the Applicant/ Consortium Member with seal and date.

Certificate from the Statutory Auditors

This is to certify that _____ (name of the Applicant) has received the payments shown above against the respective years on account of professional fees and that the net worth as computed as per Accounting Standards are as stated above.

Name of Authorised Signatory:

Designation:

Name of firm:

(Signature of the Authorised Signatory)

Seal of firm

Note: Please do not attach any printed Annual Financial Statements.

APPENDIX-I

Form-6

Experience of the Applicant
(Clause 6.4.2 of RFP)

S.No	Name of Project*	Estimated capital Cost in Million INR For eligible Projects	Other projects
(1)	(2)	(3)	(4)
1			
2			
3			
4			
5			
6			
7			

- The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-7 of Appendix-I.

APPENDIX-I

Form-7

(Clause 6.4.2)

Eligible Assignments of Applicant

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost (for eligible Projects only) in million Rs	
Other projects:	
Start date and finish date of the services (month/year):	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Project. Attach a single page summary containing the brief particulars of each project.

APPENDIX-II
TECHNICAL PROPOSAL/BID
(Clause 7)

Form - 1

Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Managing Director,
KIAL, Trivandrum

Dear Sir,

Sub: Appointment of Project Consultant for Kannur Airport Project.

I/We, ***** (Applicant's name) herewith enclose the Technical Proposal for selection of my/our firm as Project Consultant for above.

Our offer is unconditional and conforms to the requirements of RFP for appointment of Project Consultant for providing the Services as per the RFP document for the Kannur airport Project.

I/We agree that this offer shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Authorised Representative)

Name:

Designation:

Address:

APPENDIX – II

(Clause 8)

Form - 2

Financial Proposal/Bid

Item No.	Description	Rate (Rs.)	Amount (Rs.)
A.	Lump sum fees		
	Taxes and Duties		
	Service Tax		
B	<p>TOTAL COST OF THE CONSULTANCY</p> <p>In Indian Rupees in Figures</p> <p>In Words _____</p>		

Note:

1. No escalation on any account will be payable on the above amounts.
2. Any other charges not shown here are considered included in the offer.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian withholding taxes if any.

APPENDIX - II

FORM - 3

FORMAT OF BANK GUARANTEE
(Clause 4.5 of the RFP)

The Managing Director,
Kannur International Airport
Limited,
“Parvathy”, T.C 36/1, Chacka,
N.H Bypass, Pettah P.O.,
Thiruvananthapuram – 695 024.

Dear Sir,

Guarantee No :
Amount of Guarantee : Rs.10,00,000/- (Rupees Ten Lakhs
Only)

Guarantee cover from :
Last date of for lodgement of :
claim :

This deed of guarantee executed by the _____ Bank, _____ Branch constituted under Banking Regulation Act – 1949 having its central Office at _____ and amongst other places, a branch at _____

(Hereinafter referred to as “the Bank”) In favour of KANNUR INTERNATIONAL AIRPORT LIMITED after referred to as “KIAL”) for an amount not exceeding Rs. 10,00,000- (Rupees Ten lakhs Only) at the request of _____ (Hereinafter referred to as the “ Bidder”)

In consideration of the KANNUR INTERNATIONAL AIRPORT LIMITED KERALA (hereinafter referred to as “KIAL”) having demanded from,

_____ (Hereinafter called “ the Bidder) the production of a Bank Guarantee for Rs. 10,00,000/- (Rupees Ten lakhs Only) as bid security , the adjustment of which shall be as per the terms and conditions in the RFP document for the selection of an Project Consultant , we _____ Bank ,

_____ Branch at the request of the Bidder do hereby undertake to pay the KIAL an amount not exceeding Rs. 10,00,000/- (Rupees Ten lakhs Only) on demand by KIAL.

Appendices

We, ___ Bank , _____ Branch do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on demand from KIAL stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Bidder. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee
. However, our liability under the guarantee shall be restricted to an amount not exceeding Rs. 10,00,000/- (Rupees Ten lakhs only)

We, _____ Bank , _____ Branch undertake to pay to the KIAL any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto ,our liability under this present being absolute and unequivocal.

The payment so made under this guarantee shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.

We, _____ Bank , _____ Branch further agree that the guarantee herein contained shall remain in full force and effect during the period mentioned in the RFP document and all claims on account of this is satisfied or discharged or till the Managing Director on behalf of the KIAL certifies that the bidder has satisfied the conditions as per the terms and conditions of the RFP document and that the contractual obligation with regard to the bid have been fully and properly discharged by the said bidder and accordingly discharges this guarantee.

We, _____ Bank , ___Branch further agree with KIAL that KIAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP document from time to time or to postpone for any time or from time to time any of the powers exercisable by the KIAL against the said bidder and to forbear or enforce any of the terms and conditions relating to the said RFP document and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of the KIAL or any indulgence by the KIAL to the said bidder or by any such manner or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder.

We, _____ Bank, _____ Branch lastly undertake not to revoke this guarantee except with the previous consent of the KIAL in writing.

This guarantee shall be valid up to _____ unless extended on demand by the KIAL

Notwithstanding anything mentioned above, our liability against this guarantee is Restricted to Rs. 10,00,000/- (Rupees Ten lakhs only) and unless a claim in writing is lodged with us within three months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

