

**RFP FOR SELECTION OF CONSULTANT**

**FOR**

**PROVIDING SERVICES FOR**

**IMPLEMENTATION OF AIR AMBULANCE**

**SERVICES IN THE STATE OF GUJARAT**

GUJARAT STATE AVIATION INFRASTRUCTURE CO. LTD.

JANUARY, 2019

## Table of Contents

DISCLAIMER .....	3
1. BID DATASHEET .....	5
2. SECTION 1: INFORMATION TO CONSULTANTS.....	8
3. SECTION 2- INSTRUCTIONS TO BIDDERS.....	10
3.1 Introduction.....	10
3.2 Conflict of Interest .....	12
3.3 Acknowledgement by Applicant .....	13
3.4 Right to reject any or all Proposals .....	13
3.5 Clarifications and Amendment of RFP Documents .....	14
3.6 Preparation of Proposal .....	14
3.7 Proposal Evaluation.....	15
3.8 Award of Contract.....	15
3.9 Fraud and Corrupt Practices .....	16
4. MISCELLANEOUS.....	18
5. SECTION 3 - FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS .....	19
6. TERMS OF REFERENCE OF CONSULTANCY SERVICES FOR PREPRATION OF DETAILED PROJECT REPORT & BID DOCUMENT (TOR PART-I) .....	21
6.1 Objective .....	21
6.2 Primary Tasks.....	21
6.3 Standards and Codes of Practices .....	21
6.4 Review of data and Documents. ....	21

## DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the "Director, Civil Aviation, Gujarat State Aviation Infrastructure Limited (GUJSAIL)" herein after called "the Authority" or any of its employees or advisers, is provided to Applicants 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 not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the 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. Each Applicant should, therefore, 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.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority 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 the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## 1. BID DATASHEET

RFP No. 2019-20/001

Gujarat State Aviation Infrastructure Limited (GUJSAIL) wishes to implement Air Ambulance Services in the state of Gujarat..

GUJSAIL invited proposal from reputed consultants of Aviation field for providing expert services for implementing the project in the state. Interested bidder should provide information, demonstrating that they have sufficient expertise, experience and qualification to perform the required services for the subject project. Detailed information can be downloaded from the official website [www.gujsail.gujarat.gov.in](http://www.gujsail.gujarat.gov.in)

Schedule of the bidding process is as under:

### Bid Data Sheet

1	Name of the assignment: Consultant for providing services for implementing Air Ambulance in the state of Gujarat..
2	Proposals must remain valid till 180 days after the last date of submission
3	Proposal shall be available on <a href="http://www.gujsail.org">www.gujsail.org</a> from 19/01/2019 to up to 25/01/2019 1810 hrs.
4	Proposal Security of Rs. 25,000/- (Rs. Twenty five Thousand) shall be submitted in the form of irrevocable Bank Guarantee in favor of "Gujarat State Aviation Infrastructure Company Limited" payable at Ahmedabad.  Validity of the proposal security shall not be less than 180 days from proposal due date.
5	Bid Processing Fee (non- refundable) of Rs. 5000/- (Rs. Five Thousand) shall be submitted in the form of Bank Demand Draft in favor of "Gujarat State Aviation Infrastructure Company Limited" payable at Ahmedabad.
6	1) Last date to send queries is 22/01/2019 2) Queries shall be sent on following email id: <a href="mailto:ceo@gujsail.org">ceo@gujsail.org</a>

7	Proposal due date and time: 25/01/2019 up to 1810 hrs.
8	Presentation: 28/01/2019 at 1200 hrs @ GUJSAIL Complex, SVPI Airport.
9	Opening of Technical proposal: 29/01/2019 at 1200 hrs.
10	<p>Evaluation pattern:</p> <p>Qualification Requirement for Technical Proposal: Minimum 70% marks in overall Technical Proposal</p> <p>However, Authority reserves the right to shortlist the number of bidders whose Financial Proposals will be opened based on the scores obtained by the bidders in the Technical Proposals</p> <p>Financial Proposal: The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with <u>60% weightage to Technical Proposals</u> and <u>40% weightage to Financial Proposal</u>.</p>
11.	<p>Technical Evaluation Criteria</p> <p>(a) Relevant experience of the Bidders (10 points to each)</p> <p>(i) A Company having a team of experts preferably having experience in field of Aviation. However, At least one of the director of the company should have experience in Aviation field of more than 15 years.</p> <p>(ii) Should have experience of at least one aviation consultancy project with any state or central Govt.</p> <p>(iii) Should have cumulative financial turnover of 2 cr. in last 3 years.</p> <p>(iv) Company should have on rolls or on board an expert having incident free Fixed wing/rotary wing flying experience of minimum 10 years.</p> <p>(v) Company, preferably, having an expert on roll or on board having medical evacuation, search &amp; rescue or relevant experience.</p> <p>(vi) Company should provide necessary documents showing their expert having experience of aviation medicine or a certifying DGCA qualified flying crew.</p> <p>(b) Project Presentation for Approach &amp; Methodology (40 points)</p> <p>Grand Total - 100</p> <p>Authority reserves the right to shortlist the number of bidders whose Financial Proposals will be opened based on the scores obtained by the bidders in the Technical Proposals.</p>

12	<p><b>Financial Evaluation</b></p> <p>After the technical evaluation is completed, the Authority shall inform in writing the bidders, who have been shortlisted for opening of their Financial Proposals, the date, time and location for opening the Financial Proposals. The Financial Proposals of all other bidders shall be returned unopened before opening of the financial bids of the shortlisted technically qualified bidders. Financial Proposals shall be opened in presence of the bidders' representatives, who choose to attend, and the total prices read aloud and recorded.</p>
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13 **Bid Award Criteria:**

The offers shall be evaluated in QCBS method. In this system, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The Financial Proposal (F) shall be the arithmetic sum of Total Costs, as indicated in Financial Proposal.

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration. Proposals will be ranked according to their combined technical score ( $S_t$ ) and financial score ( $S_f$ ) using the weights ( $T =$  the weight given to the Technical Proposal and  $P =$  the weight given to the Financial Proposal;  $T + P = 1$ )

$$S = S_t \times T + S_f \times P.$$

The weights given to the Technical and Financial Proposals are:

$$T = 0.60, \text{ and } P = 0.40$$

The bidder achieving the highest combined technical and financial score (F1 bidder) will be the selected bidder and invited for negotiations, and if negotiations failed with highest ranked consultant then second highest ranked consultant may be called for negotiations.

Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspapers but, shall be published in the aforesaid web site only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

Capt. Ajay Chauhan  
 Chief Executive Officer  
 Gujarat State Aviation Infrastructure Limited.  
 GUJSAIL Complex, Nr. Torrent Sub Station  
 SVPI Airport Ahmedabad

## 2. SECTION 1: INFORMATION TO CONSULTANT

1. GUJSAIL invites proposals for engaging Consultancy Services for implementation of Air Ambulance services in the state.
2. Selection of Consultant shall be as per the procedures set forth in this RFP.
3. The proposal shall be submitted in English Language and all correspondences would be in the same language.
4. Interested consultancy firms may download the RFP from GUJSAIL's official website as per the details given in table 1 – Bid Data Sheet. Bid document fee as per the Bid Data Sheet payable at Ahmedabad shall be submitted by the bidder along with the hard copy of the RFP.
5. The proposal should be submitted by consultancy firms in two parts in two separate envelopes, duly marked and put together in one single outer envelope. The two parts of the proposal are Part 1: Technical Proposal for prequalification of the applicants and Part 2: Financial Proposal. Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e.Part-1) for the purpose of prequalification.

The firms qualifying as mentioned in RFP shall be considered pre-qualified for further evaluation. Under stage 2, the financial proposal of such qualified firms as selected above shall be opened and evaluated.

6. The Applicant shall furnish as part of its proposal a Proposal Security and Bid Processing Fee as per the Bid Data Sheet.

The Proposal Security is returnable as per Bid Data Sheet from the opening of the financial proposals, except in case of two highest ranked applicants. Bid Security of the selected applicants and the second ranked applicant shall be returned, upon the selected applicant signing the agreement.

### 7. Performance Security-

The successful consulting firm shall have to submit a Bank Guarantee (BG) for the Performance Security as below:

- (i) 5.00% (Five percent) of the consultancy Cost at the time of issuing of LOA, valid till 2 months from the date of completion of services.

Note:

1. For consideration of experience in any past Consultancy assignment experience, certificate from the client shall be accepted.
2. Those projects which are substantially completed (90% of the contract value) shall also be considered for evaluation. No experience shall be considered without proof of experience by the client.



3. The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. Experience weightage for firms joining lead partner/JV partner shall be considered in the same proportion as payment has been received by the firm towards consultancy work in the project/as per the provision in the JV Agreement.

4. JV or Consortium of firms is **not** allowed.

5. Consultants who have been debarred by Govt. of Gujarat/Other States Govt./ central Govt. agency or its subsidiaries and the debarment is in force as on date of application, need not apply as such Consultant is not eligible to take part in this bidding process. If such matter comes to the notice of the GUJSAIL after issue of Work Order to the selected Consultant, then that Contract shall be terminated and the Consultant shall be Black Listed.

6. GUJSAIL will not be responsible for any delay, loss or non-receipt of RFP document sent by Speed/Registered post/Courier/Parcel. Further, GUJSAIL shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.

7. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted in a hard bound form with all pages numbered serially, along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will not be accepted. All figures quoted in the financial proposal should be covered with a transparent adhesive tape. In the event, any of the instructions mentioned herein have not been adhered to, GUJSAIL may reject the Proposal.

8. RFP submission must be received not later than the time and date mentioned in the Bid Data Sheet, in the manner specified in the RFP document at the address given below:

Chief Executive Officer  
Gujarat State Aviation Infrastructure Limited  
Near Torrent Sub Station  
SVPI International Airport – Ahmedabad.  
Pin: 380012  
Email: [ceo@gujsail.org](mailto:ceo@gujsail.org)

## 3. SECTION 2- INSTRUCTIONS TO BIDDERS

### 3.1 Introduction

1. Bids are invited from consulting firms willing to provide guidance and services for implementation of Air Ambulance services . Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the GUJSAIL.
2. A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).
3. The assignment shall be implemented in various stages such as Preparation of Project report, and Bid documents, Contract agreement etc.
4. This RFP is neither an agreement nor an offer by the GUJSAIL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments, arrived at by the GUJSAIL in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the GUJSAIL, sending written queries to the GUJSAIL, before the date and time specified in the Data Sheet.
5. Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) GUJSAIL is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
6. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of GUJSAIL, or they may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract and/or any other action as deemed fit by the GUJSAIL at any stage.
7. The Consultant shall ensure proper coordination with GUJSAIL officials on any matters related to project.
8. It is the GUJSAIL's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GUJSAIL:

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the GUJSAIL, designed to establish prices at artificial, non-competitive levels;
  - (iii) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has fraudulent practices in competing for, or in executing, a contract; and
9. Consultants, their Sub-Consultants shall be under a Declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption as stated in this document.
10. Proposals must remain valid for 120 days after the last date of submission during this period, Consultants shall maintain the availability of Professionals.
11. Should the need arise; however, the GUJSAIL may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal during the extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract Award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
12. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date (PDD) and the fee received in respect of each of the Eligible Assignments specified in the Proposal.

13. The Applicant should submit a Power of Attorney provided by its organization which empowers the authorized person to take part in the meeting and negotiation, execute the project and sign in the Contract Agreement and related documents of the project.
14. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, shall not be eligible to submit a Proposal either by itself or through its Associate.
15. An Applicant or its Associate shall have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by the client, an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
16. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### 3.2 Conflict of Interest

1. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the GUJSAIL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the GUJSAIL for, inter alia, the time, cost and effort of the GUJSAIL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the GUJSAIL hereunder or otherwise.
2. The GUJSAIL requires that the Consultant provides professional, objective, and impartial advice and at all times hold the GUJSAIL's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the GUJSAIL.
3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - (a) such Applicant has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
  - (b) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

- (c) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (d) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the GUJSAIL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (e) a firm which has been engaged by the GUJSAIL to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

### 3.3 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the GUJSAIL;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the GUJSAIL or relating to any of the matters referred to this RFP;
- (d) satisfied itself about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

The GUJSAIL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the GUJSAIL.

### 3.4 Right to reject any or all Proposals

1. Notwithstanding anything contained in this RFP, the GUJSAIL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any

time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2. Without prejudice to the generality of this RFP the GUJSAIL reserves the right to reject any Proposal if:
  - (a) at any time, a material misrepresentation is made or discovered, or
  - (b) the Applicant does not provide, within the time specified by the GUJSAIL, the supplemental information sought by the GUJSAIL for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the GUJSAIL reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the GUJSAIL, including annulment of the Selection Process.

### 3.5 Clarifications and Amendment of RFP Documents

1. The Consultants may request a clarification of any of the RFP documents up to the Number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the GUJSAIL address indicated in the Data Sheet. The GUJSAIL will respond by cable, facsimile, or electronic mail to such requests .
2. At any time before the submission of Proposals, the GUJSAIL may for any reason, whether at its own initiative or in response to a clarification requested by a Consulting firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to consultants or/and will be hosted on GUJSAIL website which will be binding on them. The GUJSAIL may at its discretion extend the deadline for the submission of Proposals.

### 3.6 Preparation of Proposal

Applicants are requested to submit proposals in Two Parts as follows:

Part 1: Technical Proposal and

Part 2: Financial Proposal.

The proposal shall be written in the English language. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

#### Part 1: Technical Proposal

1. Applicants are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.

2. Applicant's Technical Proposal must provide the following information, using but not limited to the formats provided.

A brief description of the firm's organization and an outline of recent experience of the Consultants in aviation field along with the presentation.

The technical proposal shall be submitted in hardcopy as per the time line provided in the Bid Data Sheet.

## Part 2: Financial Proposal

1. Financial Proposal shall be submitted in hard copy only
2. Consultants should express the price of their services only in Indian Rupees.

The completed proposal must be delivered on or before the time and date stated in the Data Sheet.

### 3.7 Proposal Evaluation

1. A two -stage procedure shall be adopted for evaluating the proposals (1) Technical Proposal and (2) Financial Proposal.
2. The Evaluation Committee appointed by the GUJSAIL shall carry out its evaluation. Each technically qualified proposal would be eligible for opening of its financial proposal.
3. After the evaluation of Technical Proposals is completed and the shortlist of qualified firms is finalized, GUJSAIL may notify those consultants whose proposals were not considered as per conditions of RFP indicating that their Financial Proposal will be returned unopened after completing the selection process. The GUJSAIL shall simultaneously notify the finally shortlisted firms indicating the date and time set for opening of the Financial Proposals.
4. The Financial Proposals shall be opened publicly in the presence of the consultant's representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The GUJSAIL shall prepare minutes of the public opening.
5. The Evaluation Committee will determine whether the submitted Financial Proposals are complete i.e. whether applicants have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if GUJSAIL feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non-responsive and shall be rejected.

### 3.8 Award of Contract

After completion of evaluation of the proposals, the GUJSAIL may award the Contract to the selected Consultant. However, after signing of the Contract, GUJSAIL may return the unopened Financial Proposals to the unsuccessful Consultants.

### 3.9 Fraud and Corrupt Practices

1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the GUJSAIL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the GUJSAIL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the GUJSAIL for, inter alia, time, cost and effort of the GUJSAIL, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
2. Without prejudice to the rights of the GUJSAIL under Clause 3.9.1 hereinabove and the rights and remedies which the GUJSAIL may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the GUJSAIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the GUJSAIL during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the GUJSAIL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) "corrupt practice" means
    - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the GUJSAIL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the GUJSAIL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
    - (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project



or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the GUJSAIL in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
  - (i) establishing contact with any person connected with or employed or engaged by the GUJSAIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### 4. MISCELLANEOUS

1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the competent jurisdiction of Court in Ahmedabad, Gujarat in which the GUJSAIL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
2. The GUJSAIL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the GUJSAIL by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the GUJSAIL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
4. All documents and other information supplied by the GUJSAIL or submitted by an Applicant shall remain or become, as the case may be, the property of the GUJSAIL. The GUJSAIL will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
5. The GUJSAIL reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## 5. SECTION 3 - FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format of Appendix A and Appendix B.

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2015-16, FY 2016-17, FY 2017-18). For claiming experience, completion certificate from employer should be enclosed. The proposal should also contain the details of the key personnel viz. their name, qualification, expertise area, experience etc.

### Appendix A

The following information related to the firm shall be provided in the proposal.

1. Year of establishment of firm
2. Office/Business Address/ Telephone nos./Cable Address.
3. Narrative description of firm (Not more than 2 sheets)
4. Name of two (2) principals who may be contacted with title and telephone number/fax number/E- mail.
5. Audited Financial Statement of the last three years.
6. Type of the organization: Partnership firm/ Company/Others
7. Experience in Aviation

Sr. No.	Year	Name of Project	Scope of Project	Brief Technical Description of the project	Estimated Cost of the project – Rs. Crore	Total fees paid for the project – Rs. Lakh

Add new rows as per the nos. of projects.

Above mentioned project details shall be supported by Letter of Award/Work Order and Completion certificate issued by the client.

### 8. Details of key professional of the bidder:

Sr. No.	Particulars	Name of the employee	Total working experience – Nos. of years and months
1			
2			

**Availability of Professional staff/experts**

Authority will require assurances that the Professional staff will be actually available as mentioned in Proposal Data. Authority will not consider substitutions during the Contract unless both parties agree in writing to any substitution. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

**Appendix B – Financial Details**

Summary of cost:

<b>SUBJECT</b>	<b>TOTAL COST – RS. LAKH (A + B)</b>
Cost for Providing consultancy services for implementation of Air Ambulance services in the state of Gujarat	

## **6. TERMS OF REFERENCE OF CONSULTANCY SERVICES FOR IMPLEMENTATION OF AIR AMBULANCE SERVICES IN THE STATE.**

### **6.1 Objective**

- (1) The main objective of the consultancy service is to provide guidance for effective implementation of Air Ambulance services in the state of Gujarat.

### **6.2 Primary Tasks**

General Scope of Services shall cover but be not limited to the following major tasks.

- (1) Detailed project report including prefeasibility study.
- (2) Preparation of the tender documents and evaluation of the bids received.

### **6.3 Standards and Codes of Practices**

- (1) All activities related to project shall be done as per the latest guidelines/ circulars of DGCA and Health.

### **6.4 Review of Data and Documents**

1. The Consultants shall collect the available data and information relevant for the Study. The data and documents of major interest shall include, but not be limited to, the following:

- (1) Climate;
- (2) Aviation infrastructure of the state;