

**Request for Proposal (RFP) for engagement of Consulting Agency
for
e-Governance of Civil Aviation (e-GCA) Project
of
Directorate General of Civil Aviation (DGCA)**

File No.: AV25013/23/2017-IT

Glossary

CEC	Consultancy Evaluation Committee
CEO	Central Examination Organization, DGCA
CPP Portal	Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app)
CVC	Central Vigilance Commission
DC	Data Centre
DGCA	Directorate General of Civil Aviation
DRC	Data Recovery Centre
eGCA	e-Governance of Civil Aviation
EMD	Earnest Money Deposit
EOI	Expression of Interest
FRS	Functional Requirements Specifications <i>(as elaborated in the guidelines on the matter by MEITY with document identifier NeST-GDL-GEN.04 – Refer latest version as available at http://egovstandards.gov.in)</i>
GFR	General Financial Rules, 2017
GoI	Government of India
ICT	Information and Communication Technology
MEITY	Ministry of Electronics and Information Technology, Government of India
O&M	Operations and Maintenance
PBG	Performance bank Guarantee
PFMS	Public Financial Management System (By office of controller general of accounts, Ministry of Finance (MoF))
QCBS	Quality cum Cost Based Selection
RFP	Request for Proposal
SOW	Scope of Work
SI	System Integrator
SRS	Software Requirements Specifications <i>(as elaborated in the guidelines on the matter by MEITY in the document with identifier NeST-GDL-GEN.05 by MEITY – Refer latest version as available at http://egovstandards.gov.in)</i>

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Appendix I: Technical Bid Templates

Appendix II: Financial Proposal Templates

Appendix III: DGCA Organization Manual

Appendix IV : Agreement Template

Appendix V : Integrity Pact Template

1. Important dates

S.No.	Activity	Details
1.	Start date of issuance of RFP document	01.12.2017
2.	Last date for Submission of Queries	11.12.2017, 1800 Hrs
3.	Pre-Bid Conference	15.12.2017, 1100 Hrs
4.	Issue of response to Pre-Bid Queries	22.12.2017, 1800 Hrs
5.	Last date and time for RFP Submission	04.01.2018, 1500 Hrs
6.	Date and time for opening of Technical bids	05.01.2018, 1500 Hrs
7.	Presentation by Bidders	10.01.2018, 1100 Hrs
8.	Date and time for opening of Financial bids	Shall be intimated
9.	Award of Contract	Shall be intimated

2. RFP Document for Consulting Assignment

2.1 Fact Sheet

Clause Reference	Topic
Section 2.4.3	The method of selection is: Combined Quality cum Cost Based Selection - 80:20 (Technical: Financial)
Section 2.3.4.2	RFP can be downloaded from http://www.dgca.gov.in and https://www.eprocure.gov.in . The bidders are required to submit non refundable tender fees of INR 3000/- through Non-Tax Receipt Portal (https://bharatkosh.gov.in/ministryinfo.aspx).
Section 2.3.4.3	EMD of INR 20 Lakh to be submitted through Non-Tax Receipt Portal (https://bharatkosh.gov.in/ministryinfo.aspx).
Section 2.8	<p>The assignment are to be delivered in Phases and modules outlined below:</p> <p>Phase 1: Project Inception, Conceptualisation & Bid Process Management</p> <p>Module 1.1: AS-IS Process Mapping and Gap Assessment</p> <p>Module 1.2: To-be Analysis and Feasibility Study</p> <p>Module 1.3: Preparation of FRS and Request for Proposal (RFP) for SI</p> <p>Module 1.4: Bid Process Management, Contract Preparation and process of awarding contracts to SI.</p> <p>Module 1.5: Preparation of FRS and Request for Proposal (RFP) for Other Service Providers (DC/DRC, Networking, Connectivity, Digitization)</p> <p>Phase 2 : Program Management Unit (PMU) for project Implementation phase (for Go-Live of complete solution) and award of other contracts</p> <p>Module 2.1 : Approval of eGCA solution - SRS</p> <p>Module 2.2 : Approval of eGCA solution - Architecture and design</p> <p>Module 2.3 :Finalization of FRS and award of contract/ agreement with Other Service Providers (DC/DRC, Networking, Connectivity, Digitization)</p> <p>Module 2.4 : GoLive of functions pertaining to directorates/ sections/divisions in Group I as mentioned at section 2.8 (b)</p> <p>Module 2.5 : GoLive of functions pertaining to directorates/ sections/divisions in Group II as mentioned at section 2.8 (b)</p> <p>Module 2.6: Complete eGCA solution GoLive along with integration of modules developed in module 2.4 and module 2.5 in Group III as mentioned at section 2.8 (b)</p> <p>Phase 3. Operations & Maintenance phase</p>

	Module 3.1: Program Management Unit (PMU) for performance monitoring of System, Change request management during O & M phase
Section 2.3.3	<p>A pre-Bid meeting will be held on date indicated in the table on Important dates of this RFP. The name, address, and telephone numbers of the Nodal Officer is:</p> <p>Name : Sh. Pawan Kumar, Director</p> <p>Address : O/o Directorate General of Civil Aviation Opposite Safdarjung Airport, New Delhi-110003</p> <p>Phone No. : 24641450</p> <p>e-mail ID : it.dgca@nic.in</p>
Section 2.3.5.2	Proposals should be submitted in English language
	<p>The duration for the assignment is:</p> <p>Phase 1: 8 Months</p> <p>Phase 2: Synchronized to SI timelines from start of Module 2.1 to end of Module 2.6</p> <p>Phase 3 : Five years from date of end of Phase 2</p>
Section 2.10.1	Taxes: As per applicable prevailing GST.
Section 2.3.9	Proposals must remain valid for 120 days after the submission date reflected in the table on important dates.
Section 2.3.3.2	Bidders must upload and submit only on the eProcurement portal at www.eprocure.gov.in all the items (documents), as per the folder structure specified on the e-Procurement portal.
Section 2.3	Proposals submitted after the stipulated date will not be accepted by the e-Procurement portal.

2.2 Letter of invitation and Background Information

2.2.1 Letter of invitation

- a) In accordance with Para-2 of EOI floated on CPP Portal (<https://www.eprocure.gov.in>.) vide Tender ID 2017_DGCA_248871_1 dated 22.09.2017, DGCA invites responses ("Proposals") only from the following shortlisted Consulting agencies ("Bidders"):
 - Deloitte Touche Tohmatsu India LLP
 - Ernst and Young LLP
 - Grant Thornton India LLP
 - KPMG Advisory Services Private limited
 - Price Waterhouse Coopers Pvt. Ltd
- b) This Request for Proposals (RFP) is for e-Governance consulting services as described in Section 2.8 of this RFP, "Scope of Work" ("the Services"). DGCA is the Nodal Agency for this public procurement.
- c) Any contract that may result from this public procurement competition will be issued for a term as reflected in the fact sheet at section 2 of this RFP.
- d) DGCA reserves the right to extend the Term for a period or periods in spell of

months on the same terms and conditions. The cumulative time period of all extensions for phase 1 and Phase 3 taken together (excluding extensions for phase 2), by consulting agency, shall not exceed 12 months. It is evident that the timeliness for Phase 2 for the agency is dependent upon the timelines of activities listed therein, which are, to be performed by the SI. Therefore, the time period for Phase 2 for consultant would automatically get extended and be synchronized with timelines and extension, if any, of the SI's contract. Accordingly no separate and explicit extension is required for the consulting agency in Phase 2.

- e) Proposals must be received not later than time, date and mode mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2.2.2 Project Background

The Directorate General of Civil Aviation (DGCA) is a regulatory body in the field of Civil Aviation in India. It is responsible for regulation of air transport services to/ from/ within India and enforcement of civil aviation regulations. It also interfaces with all the regulatory functions of International Civil Aviation Organization.

DGCA has several directorates and divisions under its purview to carry out its functions and services. Existing processes and functions performed by them are to a great extent paper based/ manual in nature and result in tedious paperwork and information redundancy.

The DGCA performs many important, process oriented and paper work intensive functions which are critical for safe and efficient air travel throughout India. The details about DGCA are available at website <http://www.dgca.gov.in>.

Currently most of the work, business processes and the services provided to the internal and external stakeholders are done manually and are not IT enabled, which puts significant constraints on DGCA officials for timely processing of various activities. It is with this view and a strong desire to provide efficient, effective and speedy services to the stakeholders that DGCA has embarked on the eGCA project.

The eGCA project envisages IT enablement of the various business processes of the DGCA.

2.2.3 Vision, Objectives and Benefits of eGCA Project

2.2.3.1 Vision

The vision of eGCA project is to completely automate the processes and functions of DGCA and its constituent directorates, Regional Offices (ROs) and Sub Regional Offices (SROs), as well as provide a strong base for IT infrastructure and service delivery framework. The project envisages an end-to-end system including various software applications, connectivity with all the offices of DGCA, a 'Portal' for dissemination of information and for providing online and speedy service delivery support. The project also envisages digitization of past data (already in the paper

form) and migration of the same to the new eGCA system.

2.2.3.2 Objectives

The eGCA project is envisaged to achieve the following objectives:

- (i) Enhanced Service Delivery by providing online services to DGCA and its stakeholders for speed and certainty in services by adhering to the specified timelines.
- (ii) Speedy Processing through technological automation of DGCA processes and services. The solution shall include:
 - a) Application submission
 - b) Application verification
 - c) Application processing
 - d) Internal and external Approvals
 - e) Intra / Inter directorate processing of application
 - f) Issue/renewal of the licenses, certificates, approvals etc.
- (iii) Greater coordination through cross functional integration and cross entity interfacing by creating a central, secure electronic repository of all records and enabling an integrated workflow across functions of different directorates. This database will act as the primary source of data for various DGCA functions/ services. Data shall be accessible to various entities as per their role and privileges.
- (iv) Having Single Data Entry/Retrieval source, enabling Integration of various directorate functions and the presence of a central repository to ensure a single point of entry/retrieval of data for various touch points trying to access that data
- (v) Ensuring ease of data access with a digitized environment and an automated workflow by all the stakeholders
- (vi) IT enablement and process re-engineering to speed up the execution of functions within a directorate and ensure seamless flow of information across all the directorates.
- (vii) Automatic and manual generation of meaningful Management Information System (MIS) Reports
- (viii) Interfacing of DGCA Headquarters with its Regional and Sub Regional Offices enable communication, sharing and synchronised working with each other.
- (ix) Entry, Correlation and analysis of data generated and collected out of Inspections, Surveillance, audits and enforcement functions performed by DGCA.
- (x) Generation of Management Information System (MIS) reports, Historical data and Analysis for improvement of internal processes, surveillance and forecasting of various DGCA activities.
- (xi) Creation of web-based application and corresponding mobile applications on

popular platforms covering above requirements.

2.2.3.3 Benefits

The Key benefits envisaged for DGCA through the implementation of the eGCA project are listed below:

- (i) Efficient Service Delivery – The online portal enabling the submission of the applications, and online processing and approval for the services to external stakeholders would significantly enhance the speed, certainty, transparency and efficiency of DGCA service delivery capabilities.
- (ii) Process Optimization – The DGCA processes for the Directorates will be mapped to online based process and enabled through a workflow which would lead to better process management and faster turnaround times.
- (iii) Improved Data Management – The online availability of previous and current DGCA data in the form of cases and records in the system would ensure high and easy accessibility to data. The validation of the data by the system at the time of data entry would significantly improve data consistency and overall data management.
- (iv) Organizational Processes - The deployment of core service of an enterprise system (such as Licensing, Permits, Certifications and Audit/ surveillance etc.) shall improve the speed and efficiency of the overall organizational processes and ensure safety through better functioning of the processes which will reflect reduced turnaround time in the enforcement and safety compliance actions.
- (v) IT Enablement - Comprehensiveness coverage of the eGCA across DGCA functions including Regional / Sub-Regional Offices.

2.2.4 Geographical coverage of the project

- a) The project is primarily to be executed at DGCA Headquarters located Opposite to Safdarjung Airport, New Delhi. Apart from Headquarters, DGCA has Central Examination Office (CEO) located at RK Puram, New Delhi and Regional/ Sub Regional Offices at various locations in the country and are also to be covered in the deliverables. These offices are to be electronically interconnected so that they are able to communicate, share and synchronise working amongst Headquarters and other offices in an efficient way. The existing locations of these offices are as under:

DGCA Headquarters

- 1. Opposite Safdarjung Airport, New Delhi
- 2. RK Puram, New Delhi

Deputy DGCA, Northern Region

- 3. IGI Airport New Delhi
- 4. Safdarjung Airport, New Delhi
- 5. Lucknow Airport, Lucknow

6. HAL Airport, Kanpur
7. Patiala Airport, Patiala

Deputy DGCA, Western Region

8. Mumbai Airport, Mumbai
9. Bhopal Airport, Bhopal
10. Gliding Centre, Hadapsar, Pune

Deputy DGCA, Southern Region

11. Chennai Airport, Chennai
12. Begumpet Airport, Hyderabad

Deputy DGCA, Bengaluru Region

13. HAL Airport, Bengaluru
14. Kochi Airport, Kochi

Deputy DGCA, Eastern Region

15. Kolkata Airport, Kolkata
16. Guwahati Airport, Guwahati
17. Bhubaneswar Airport, Bhubaneswar
18. Patna Airport, Patna

However, these locations and number of offices may change depending upon requirements of DGCA.

- b) The project execution shall be done from the DGCA Headquarters, New Delhi. The Consulting Agency will setup working office for their entire project team at the DGCA Headquarters, New Delhi and their entire project team would be working on this project shall operate from this office. DGCA shall provide adequate office space to the bidder for the above purpose at DGCA HQ, New Delhi.
- c) The agency is required to visit and study requirements for all the above existing locations. However, the agency is not required to visit any additional locations other than the 18 locations mentioned above.

2.2.5 About the Department

DGCA is centrally located with Headquarters in New Delhi and is structured into different Directorates to perform its various functions. Specific functions performed by various Directorates at DGCA Headquarters and its regional offices are elaborated in DGCA Organization Manual which is available at Appendix III.

2.3 Instructions to the Bidders

2.3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in

relation to this RFP.

- b) All information supplied by bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DGCA on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DGCA. Any notification of preferred bidder status by the DGCA shall not give rise to any enforceable rights by the Bidder. The DGCA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DGCA.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2.3.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i) Comply with all requirements as set out within this RFP.
 - ii) Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii) Include all supporting documentations specified in this RFP

2.3.3 Pre-Bid Meeting & Clarifications

2.3.3.1 Bidders Queries

- a) DGCA shall hold a pre-bid meeting with the prospective bidders on date & time reflected in the table on important dates at the following address:
Venue : Committee Room, A Block
Address : Directorate General of Civil Aviation
Opposite Safdarjung Airport
New Delhi-110003
- b) The Bidders will have to ensure that their queries related to this RFP should be posted only on the CPP portal on or before the date & time mentioned in table on Important dates.
- c) The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

- d) DGCA shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DGCA.

2.3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the DGCA will endeavour to provide timely response to all queries. However, DGCA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DGCA undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, DGCA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on Central Public Procurement Portal (CPPP) at www.eprocure.gov.in, the DGCA website at www.dgca.gov.in. Any such corrigendum shall be deemed to be incorporated into this RFP.
- d) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DGCA may, at its discretion, extend the last date for the receipt of Proposals.

2.3.4 Key Requirements of the Bid

2.3.4.1 Right to Terminate the Process

- a. DGCA may terminate the RFP process at any time and without assigning any reason. DGCA makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2.3.4.2 RFP Document Fees

- a. The RFP documents have been made available to be downloaded without any fee from the website www.dgca.gov.in and www.eprocure.gov.in.
- b. However, RFP Tender fees (as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees, shall be rejected.

2.3.4.3 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Proposals, an EMD of Rs. 20 Lakh (Twenty Lakh) only, through Non-Tax Receipt Portal (<https://bharatkosh.gov.in/ministryinfo.aspx>) under the Head Ministry of Civil Aviation & Tourism - Miscellaneous Services.
- b) EMD of all unsuccessful bidders would be refunded by DGCA within three month of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in annexure I of the Agreement/ Contract template.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - i) If a bidder withdraws its bid during the period of bid validity.
 - ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.3.4.4 Submission of Proposals

The bids are to be submitted only on CPP Portal at www.eprocure.gov.in. Bidders should submit their responses as per the procedure prescribed therein. Generally, the items to be uploaded on the portal would include but not limited to the following:

- Tender Fee
- EMD
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified in this RFP for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The DGCA will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

2.3.4.5 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must be submitted online after being digitally signed only by the representative authorized through power-of-attorney.

2.3.5 Preparation and submission of Proposal

2.3.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities participation in meetings/ discussions/presentations, preparation of proposal, in providing any additional information required by DGCA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DGCA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3.5.2 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.3.5.3 Venue & Deadline for Submission of proposals

The response to RFPs must be submitted on the e-Procurement portal (www.eprocure.gov.in) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

2.3.5.4 Late Bids

Bids submitted after the due date will not be accepted by the eProcurement system (www.eprocure.gov.in) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

2.3.6 Deviations

The bidder shall submit no-deviation bid. Any bid submitted with any deviation shall be rejected.

2.3.7 Evaluation process / Selection procedure

- a) DGCA will constitute a Consultancy Evaluation Committee to evaluate the responses of the bidders.

- b) The Consultancy Evaluation Committee constituted by the DGCA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Consultancy Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Consultancy Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

2.3.8 Tender Opening

The Proposals submitted on date indicated in the table on important dates in this RFP will be opened by the DGCA committee for the purpose.

2.3.9 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 120 days from the date of submission of Tender.

2.3.10 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, If proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b) All responsive Bids will be considered for further processing as below:

DGCA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by Consultancy Evaluation Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

2.3.11 Consortiums

Consortium/ Joint-Venture/ Sub-contracting with any organization shall not be permitted for this engagement of consulting agency for the project. However, in order to bridge gap in expertise, the agency may hire respective domain experts manpower/ resources part time / full time /contractual from any sources at their end.

2.4 Criteria for Evaluation

2.4.1 Technical Evaluation Criteria:

- a) The Technical bid submitted by the bidders shall be evaluated as per the criteria given below:

Technical Evaluation Criterion

S.N	Criteria	Requirements	Max Marks	Supporting Documents
A	Company Profile		10	
1	Full-time professional staff engaged in consulting services	-	10	A self-certification from authorized signatory
B	Relevant Past Experience		30	
2.	Experience in consulting engagement in e-Governance to be demonstrated in a maximum of 5 engagements that have either been completed or are ongoing project(s) where a similar deliverable or milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31 st March 2017. <i>"Projects of Similar nature" will be considered as e-Governance project done in full/ part with Central/State Government and PSUs under Central/State Governments over the current Financial Year and the last five Financial years.</i>	<ul style="list-style-type: none"> • >=5 Projects: 20 marks • = 4 Projects : 15 marks • =3 Projects : 10 marks • =2 projects : 5 Marks • < 2 projects : 0 mark <p>Note: For consideration, each project should be of INR 4 Crore or above.</p>	20	Completion Certificates from the client; OR Work Order + Certification of Phase Completion (for ongoing projects) from the client.
3	Consulting engagement in e-Governance in aviation sector national/ international) during last 5 years where a project milestone has been successfully achieved. The	<ul style="list-style-type: none"> • >= to 3 Projects : 10 marks • 2 Projects : 7 marks • 1 Projects : 4 marks • <1 Project : 0 Mark 	10	Completion Certificates from the client; OR Work Order + Certification of Phase Completion

	work order should have been issued between 01 April 2012 and 31 st March 2017.			(for ongoing projects) from the client.
C	Approach & Methodology		20	
4.	Approach and Methodology to perform the work in this assignment.	<p>1) Understanding of the objectives of the Assignment: The extent to which the consultant's approach and work plan respond to the objectives indicated in the RFP. : Max Marks 5</p> <p>2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work : Max Marks 5</p> <p>3) Demonstration of understanding of the Department's requirements - Learnings - Challenges likely to be encountered - Mitigation proposed - Client references : Max Marks 5</p> <p>4) Project work break down structure - Overall timelines - Resource assignments (relevance to the task assigned) - Dependencies : Max Marks 5</p>	20	A note and presentation at DGCA. (Marks are to be assigned based on the presentation given to the evaluation committee.)
D	Resource Profile		30	
5	<u>Number of Professionals with following credentials on bidder's roles</u> <p>a) Educational Qualification (i) B.E/B.Tech (ii) MCA (iii) MBA /MBA(IT)</p> <p>b) Relevant professional certifications</p> <p>c) Experience (in years) in consulting engagement in e-Governance. (i) >15 years (ii) >10 years and <= 15 years (iii) >=5 years and <= 10 years</p>		30	CVs, note and presentation at DGCA. (Marks are to be assigned based on the presentation given to the evaluation committee.)

	<p>d) National/International experience in aviation</p> <p>(i) >5 years</p> <p>(ii) >3 years and <= 5 years</p> <p>(iii) >=1 years and <= 3 years</p> <p>e) Experience in Networking/ Connectivity</p> <p>(i) >5 years</p> <p>(ii) >3 years and <= 5 years</p> <p>(iii) >=1 years and <= 3 years</p> <p>f) Experience in Cyber Security</p> <p>(i) >5 years</p> <p>(ii) >3 years and <= 5 years</p> <p>(iii) >=1 years and <= 3 years</p> <p><i>Note: For consideration each professional should have been on the roles of bidder during the past six or more months.</i></p>		
E	Tools & Assets	10	
6	<p>Tools and Assets, which could be leveraged for the project as below:</p> <p>(i) project management tools (5 Marks)</p> <p>(ii) collaboration tools (5 Marks)</p>	10	Note with appropriate supporting documents
Total		100	

- b) Bidders, whose bids are responsive, shall have to score at least 70 marks to be considered qualified for Financial Bid Evaluation.

2.4.2 Financial Bid Evaluation

- a) The financial bids of only the technically qualified bidders will be opened on the prescribed date in the presence of authorized representatives of the bidder, who may choose to be present.
- b) If a firm quotes NIL charges / consideration, the bid shall be treated as un-responsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial scores for other than L1 bidders will be evaluated using the following formula:
- $$\text{Financial score of the bidder (Fn)} = \{(\text{Financial bid of L1} / \text{Financial bid of the Bidder}) \times 100\} \% \text{ (Adjusted to two decimal places)}$$
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will include all taxes and in Indian Rupees.

- f) Any conditional bid would be rejected.
- g) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
“If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

2.4.3 Combined Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive.

Bidder for award of the Project. The overall score will be calculated as follows:
 $B_n = 0.80 * T_n + 0.20 * F_n$

Where,

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

- c) In the event composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.5 Appointment of Consultant

2.5.1 Award Criteria

DGCA will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

2.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

DGCA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DGCA action.

2.5.3 Notification of Award

Prior to the expiration of the validity period, DGCA will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering

process / public procurement process has not been completed within the stipulated period, DGCA, may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, DGCA will notify each unsuccessful bidder and return their EMD.

2.5.4 Performance Guarantee

The DGCA will require the selected bidder to provide a Performance Bank Guarantee, within 30 days from the Notification of award, for a value equivalent to 10% of the total cost of contract at the time of award. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months beyond the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the DGCA at its discretion may cancel the order placed on the selected bidder without giving any notice.

DGCA shall invoke the performance guarantee in case the selected agency fails to discharge their contractual obligations during the period or DGCA incurs any loss due to agency's negligence in carrying out the project implementation as per the agreed terms & conditions.

2.5.5 Signing of Contract

Post submission of Performance Guarantee by the successful bidder, DGCA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between DGCA and the successful bidder. Template for the proposed agreement/ contract is provided at Appendix IV.

2.5.6 Signing Of The Integrity Pact

Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contractor who is awarded the work. The Pact signed on each page by the person authorized by bidder to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder. Template for the proposed Integrity Pact is provided at Appendix V.

2.5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DGCA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the DGCA shall invoke the PBG of the most responsive bidder.

2.6 Fraud and Corrupt Practices

- a. The Applicants/Bidders 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 DGCA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder 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 DGCA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DGCA for, inter alia, time, cost and effort of the DGCA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b. Without prejudice to the rights of the DGCA under Clause above and the rights and remedies which the DGCA may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the DGCA 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 LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the DGCA during a period of three years from the date such Applicant or Consultant, as the case may be, is found by the DGCA 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.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “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 DGCA who is or has been associated in any manner, directly or indirectly with the Selection Process 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 DGCA, 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DGCA in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “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;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DGCA 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
- v. “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.

2.7 Conflict of Interest

- a. The Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DGCA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the DGCA for, *inter alia*, the time, cost and effort of the DGCA including consideration of such bidder’s Proposal, without prejudice to any other right or remedy that may be available to the DGCA hereunder or otherwise. Further, in case the conflict of interest is noticed after award of contract than the DGCA may forfeit the PBG, without prejudice to any other right or remedy that may be available to DGCA hereunder or otherwise.
- b. The DGCA requires that the Consultant provides professional, objective, and impartial advice and at all times hold the DGCA’s interests 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 DGCA.
- c. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - ii. 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

- others' information about, or to influence the Proposal of either or each of the other Bidder; or
- iii. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the DGCA 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
 - iv. 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;
- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for the DGCA in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the DGCA where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to the DGCA as soon as any potential conflict comes to their notice but in no case later than 30 (thirty) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The DGCA shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 45 (Forty Five) days.

2.8 Scope of Work

The scope of work for the consultancy agency is defined in detail below. This is with reference to the set of functions to be taken up in the project which would cover the following phases subject to exclusions as mentioned subsequently:

a) Phase1. Project Inception, Conceptualization & Bid Process Management

This phase shall involve the designing of the project based on discussions with the key stakeholders including development of a working model and assisting DGCA in appointment of System Integrator for the project. This would include the following:

- (i) establishment of program management framework including the deployment of necessary software tools
- (ii) As-Is Analysis
- (iii) To-Be Analysis and Feasibility Study
- (iv) Prepare the technology implementation roadmap for actualization of eGCA solution including all DGCA functions, networking, connectivity, digitization, ICT, DC/ DRC.
- (v) Implementation Methodology
- (vi) RFP Preparation for SI & other vendors (as applicable)
- (vii) Bid Process Management and Contract/agreement Preparation for SI & other vendors (as applicable)

b) Phase 2. Program Management Unit (PMU) for project implementation phase (up to Go-Live) and award of other contracts

The agency will provide Project Monitoring Support, as PMU during project implementation by the System Integrator. The GoLive of activities by the SI will be required to be done in the following three distinct groups, which can, however, be run concurrently and independent of each other.

(I) Group I

- Directorate of Training & Licencing
- Directorate of Flying Training
- Directorate of Airworthiness
- Medical Section

(II) Group II

Remaining Directorates/sections/divisions

Note. Group I and Group II will be considered completed if the modules pertaining to these directorates/ sections/divisions, as defined in the DGCA Organization Manual (Appendix III), are made live including interlinkages and dependencies amongst the deliverables of each group, but excluding dependencies from any other directorates, sections, divisions or software. However, the actual interlinkage with other directorate/section/software can be done concurrently without any correlation to milestone of activities pertaining to this Group.

(III) Group III

Integration of all activities of Group I and Group II amongst each other and with any other directorate and software whether internal/external.

c) Phase 3. Operations & Maintenance Phase:

The agency will provide Program Management Unit (PMU) for performance monitoring of System, Change request management during this phase

2.8.1 Phase1. Project Inception, Conceptualisation & Bid Process Management

The details on various sub-tasks under this phase is given below:

(a) Module 1.1: AS-IS Process Mapping and Gap Assessment

This will entail assessment of the existing system and services for identification of gaps and identifying the functional requirements along with assessing the selected areas for improvement to agree upon development opportunities.

Deliverables

- (i)** establishment of program management framework including the deployment of necessary software tools for implementing/monitoring /recording the following for entire duration of phase 1, phase 2 and Phase 3:
 - 1. managing project and software development life cycle (SDLC),
 - 2. traceability matrix of requirements,
 - 3. project documents,
 - 4. project management,
 - 5. change management,
 - 6. test scenarios, test results, test defects,
 - 7. user feedbacks,
 - 8. action items and issues.
- (ii)** A detailed As-Is/Situational Analysis report which will clearly delineate hypothesis/ understanding around the following areas:
 - 1. Current State Assessment
 - 1.1 People including stakeholders
 - 1.2 Process
 - 1.3 Technology
 - 1.4 Key policies, rules & regulations
 - 1.5 Existing internal/external software
 - 1.6 IT infrastructure
 - 2. Initial stakeholder assessment
 - 3. Existing solution portfolio
 - 4. Existing governance structure including Inter/Intra-directorates, Regional/Sub regional Offices Communication, dependencies and their Reporting mechanism
 - 5. Key focus areas for Project

(b) Module 1.2: To-be Analysis and Feasibility Study

Based on the As-Is study and the discussions/interviews/workshops with the key stakeholders including officials in DGCA the consulting agency shall prepare the “To-Be Analysis and Feasibility Study Report” covering the key aspects of the eGCA project.

Deliverables:

- (i)** To-Be Analysis and Feasibility Study Report covering the following aspects of the project. :
 - 1. Objective of the Project and the overall outcomes
 - 2. Project implementation and Roll-out Plan including but not limited to:
 - 2.1 Requirement gathering including Case Management System
 - 2.2 Project implementation & Monitoring plan

- 2.3 Integration plan with other software systems of CEO (DGCA)
- 2.4 Change Management Plan
- 2.5 Data migration plan
- 2.6 Capacity Building Plan
- 2.7 Risk Assessment and Mitigation Plan
- 2.8 Sustainability Plan
- 2.9 Functional Phasing of the project components
- 2.10 Project timelines
- 2.11 Deployment Model for solution
3. Detailed budgetary estimates for all components of the project.
4. Key Stakeholders and their expectations
5. Inter/Intra directorates, Regional/ Sub regional Offices dependencies
6. Re-engineered process details and flows
7. Overall Solution Architecture
8. Technology recommendations
9. Requirement specifications of deliverables expected from the SI/ other Service providers, including but not limited to the following:
 - 9.1 ICT Infrastructure requirements along with the specifications in respect of Software, Hardware (servers, storage etc), Networking, Security
 - 9.2 components, High availability and scalability
 - 9.3 Compatibility of proposed solution with existing software/ hardware in use
 - 9.4 Data Centre, Disaster Recovery Centre and Continuity Planning
 - 9.5 Information Systems Security
 - 9.6 Interfaces with external systems
 - 9.7 CMS/DMS requirements
10. Service Levels identification
11. User management including role assignment and access rights
12. Transition plan from existing system to TO-BE developed system
13. Technology implementation roadmap for automation of various services
14. To deliver a concept of the To-Be product, technical architecture
15. Cyber Security and Crisis Management Plan
16. To develop wireframes to depict various functions of DGCA directorates (mentioned at Note-1 below) using screen layouts.
17. To develop Unified Modelling Language (UML) diagrams to describe and clarify the dataflow, process flow, events for various functions of DGCA directorates (mentioned at Note-1 below).

Note-1.

The services for eGCA solution will cover all DGCA Directorates except Administration Directorate notwithstanding whether it is reflected in the DGCA Organisation Manual given in Appendix III.

Note 2.

The consulting agency needs to make a presentation of the prepared report to the key stakeholders of DGCA and incorporate the suggestions provided thereof.

(c) Module 1.3: Preparation of FRS and RFP for SI

Based on output of Module 1.2, the agency will prepare FRS and RFP for SI.

Deliverables:

The consulting agency will prepare Detailed Functional Requirements Specifications (FRS) for the project and RFP for the appointment of the System Integrator (SI) for implementing the project.

- (i) The RFP shall also include the deliverables of module 1.1 & 1.2 and the FRS.
- (ii) The RFP will be based on procurement guidelines laid down by Govt. of India and shall cover the following aspects, but not limited to:
 - 1. Objective of the Project
 - 2. Scope of Work & Deliverables
 - 3. Project Timelines
 - 4. Contractual conditions
 - 5. Budget estimation
 - 6. Payment Terms
 - 7. Service Level Agreements
 - 8. Transition plan and Management
 - 9. Change management
 - 10. Legal terms and conditions
 - 11. Stakeholders and third party integration
 - 12. Deployment plan

Note: The suggestions of the stakeholders of DGCA on the RFPs should be incorporated by the consulting agency and the revised version has to be submitted accordingly. Apart from DGCA, the stakeholders related to project are following but not limited to:

- (i) MOCA
- (ii) AAI
- (iii) NIC
- (iv) Airline operators
- (v) Airport/Aerodrome Operators
- (vi) Aviation Training organizations
- (vii) Maintenance Repair Organizations(MROs)
- (viii) Flight Clearing Agencies
- (ix) Medicals Examiners/Centres
- (x) Aviation Personnel (Pilots, AMEs, ATCOs, Cabin Crew, Flight dispatchers etc.)

(d) Module 1.4: Bid Process Management, Contract Preparation and process of awarding contracts to SI.

Once the RFP for appointment of SI for the project is approved by DGCA, the consulting agency shall provide support to DGCA in conducting the various activities for on boarding of the SI.

Deliverables:

- (i) Preparation of newspaper advertisement for the RFP
- (ii) Assistance in pre-bid meeting
- (iii) Preparing responses to the queries of the bidders.
- (iv) Preparation of technical & financial evaluation templates
- (v) Pre-qualification, technical qualification & financial evaluation
- (vi) Preparation of contract/service agreement for project Implementation

(e) Module 1.5: Preparation of FRS and Request for Proposal (RFP) for Other Service Providers (DC/DRC, Networking, Connectivity, Digitization)

In order to implement the complete eGCA solution, other services like Network connectivity, infrastructure for hosting, digitization, data migration will also need to be provided. Agency will perform necessary activities for the same.

Deliverables

- (i) Preparation separate FRS and RFP for contracts covering each of the following activities/ services:
 - 1. Network connectivity with NICNET or otherwise;
 - 2. DC/ DRC/Cloud with Govt agency or otherwise;
 - 3. Digitization requirements (scanning, indexing, meta data, OCR)
- (ii) Provide support to DGCA in conducting the following activities for on boarding of contractors activities mentioned in deliverable (i) above.
 - 1. Preparation of newspaper advertisement for the RFP
 - 2. Assistance in pre-bid meeting.
 - 3. Assistance in preparing responses to the queries of the bidders.
 - 4. Assistance in preparation of technical & financial evaluation templates.
 - 5. Assistance in preparation of contract/service agreement for project Implementation

Note: The structure of the report/deliverable should be finalised by the consulting agency with DGCA before the commencement of the concerned deliverable.

2.8.2 Phase II: Program Management Unit (PMU) for project implementation phase (up to Go-Live) and award of other contracts

After award of contract to SI, the consulting agency shall work as PMU on behalf of DGCA for monitoring, supervising & managing the various activities to be conducted by the SI. Agency will also provide the desired support to DGCA.

Deliverable

The Project Management activities herein would broadly include the following but not limited to:

(a) Module 2.1 : Approval of eGCA solution - SRS

- (i) Coordinating with the SI for requirement gathering and SRS preparation.

- (ii) Review the project plans, PRD, FRS, SRS submitted by the SI
- (iii) Reviewing the eGCA solution prototype prepared by SI. This would include the reviewing of Wireframes and UML diagrams if updated/ modified/ developed by the SI - based on the version provided in the RFP of SI or otherwise.
- (iv) Sharing finalized PRD/SRS/FRS documents with the DGCA for approval
- (v) Shall take necessary steps for resolution of issues, timely completion of this module and escalation to DGCA as required.

(b) Module 2.2 : Approval of eGCA solution - Architecture and design

Deliverable

- (i) Coordinating with the SI for architecture and design preparation
- (ii) Reviewing the architecture and design submitted by the SI
- (iii) Review the test plan document, deployment architecture, transition design etc. submitted by the SI
- (iv) Reviewing the technological stack to be used for the eGCA solution with SI
- (v) Sharing finalized architecture and design document with the DGCA for approval
- (vi) Shall take necessary steps for resolution of issues, timely completion of this module and escalation to DGCA as required.

(c) Module 2.3 Finalization of FRS and award of contract/ agreement with Service Providers other than the SI and consulting agency - for DC/DRC, Networking, Connectivity, Digitization.

Deliverable

- (i) FRS for the service provider for DC/DRC, Networking, Connectivity, Digitization.
- (ii) Management of the bid process for on boarding of the other service providers, including –
 - Preparation of newspaper advertisement for the RFP
 - Assistance in pre-bid meeting
 - Preparing responses to the queries of the bidders.
 - Preparation of technical & financial evaluation templates
 - Pre-qualification, technical qualification & financial evaluation
 - Preparation of contract/service agreement for project Implementation

(d) Module 2.4 : GoLive of Group I activities

(e) Module 2.5 : GoLive of Group II activities

(f) Module 2.6: Complete eGCA solution GoLive along with integration of modules developed in module 2.4 and module 2.5.

Deliverable : Common deliverables for the Module 2.4, 2.5 and 2.6.

- (i) Coordinate with the stakeholders/SI/vendors to ensure smooth implementation & monitoring of the Project.
- (ii) Tracking, reporting, resolution, escalating the issues raised by in SI in

- the implementation of the project.
- (iii) Ensuring that the implementation of solution, Technically and Functional, is as per the approved PRD, SRS, FRS, Architecture and design of the eGCA solution.
- (iv) Continuous risk assessment and sharing periodic reports to DGCA
- (v) Reporting delay in achievement of milestones by SI & take timely measure for resolution of the issues.
- (vi) Escalating (as and when required), and follow up with the SI for the issues and problems /grievances raised by the stakeholders of the project issues to DGCA.
- (vii) To ensure that chosen software development model is being properly followed and implemented.
- (viii) Review the implemented portal developed by the SI.
- (ix) Preparation of Change Request for the project.
- (x) Regular monitoring & review of the SLAs; preparation and analysis of SLA deviation statements based on the SLAs defined in the contract.
- (xi) Escalation of SLA reports and associated issues to DGCA
- (xii) Oversee the change management activities being carried out by the SI.
- (xiii) Sharing required documents and support DGCA in giving the required sign-offs on the deliverables submitted by the SI.
- (xiv) Provide support to DGCA for discussions on improvement of the project, with officers of DGCA & other stakeholders.
- (xv) Provide support to DGCA during regular interaction with the stakeholders and in preparation of monthly reports on functioning of the project, problems of the stakeholders and gathering of suggestions for improvement of the project.
- (xvi) Carry out UAT verification of eGCA solution prior to GoLive.
- (xvii) Ensure deployment of the developed eGCA solution on the planned DC/DRC.
- (xviii) Ensure/conduct of Security Audit of the developed solution before making it GoLive.
- (xix) To oversee, manage and ensure the third party audit of the eGCA solution before GoLive.
- (xx) Ensure the implementation of the findings and suggestions of the security and third party audit.
- (xxi) Integration among the software modules developed in a phase
- (xxii) Deliverable for module 2.5 shall also include, Integration among the software modules developed in module 2.5 with modules developed in module 2.4.
- (xxiii) Deliverable for module 2.6 shall also include, Integration among the software modules developed in module 2.4, 2.5 and 2.6.

The agency will monitor the contract terms with SI and other contractors. The agency shall take all required action depending upon adherence and non-adherence to contractual obligations by SI and other contractors. The agency shall assist DGCA in executing the required contractual clause for SI and other contractors.

2.8.3 Phase 3. Operations & Maintenance

Module1.3: Program Management Unit (PMU) for Operations & Maintenance

The agency will establish Project Management Unit (PMU) for Operations and Maintenance phase. This would include design and implementation of the framework covering change control requests, time and cost management, risk management, communication and escalation protocols, etc. The agency will monitor the performance of the eGCA solution and share SLA adherence report in coordination with SI.

The agency will monitor the contract terms with SI and other contractors. The agency shall take all required action depending upon adherence and non-adherence to contractual obligations by SI and other contractors. The agency shall assist DGCA in executing the required contractual clause for SI and other contractors.

2.8.4 Exclusions

The following areas of work are excluded from Scope of Work:

- a) IAF Medical Centres networking & Connectivity
- b) Software development and infrastructure requirements for examination activities of CEO. However, interfacing and interlinkage of eGCA software with CEO's examination software will not be excluded.

2.9 Deliverables & Timelines

S/N	Phase/ Module	Milestone	Timelines	
0	Initiation	Date of award of contract	T0	
Phase 1 Project Inception, Conceptualisation & Bid Process Management				
1	Module 1.1	AS-IS Process Mapping and Gap Assessment:	T0 + 1½ Months	T1
2	Module 1.2	To-be Analysis and Feasibility Report	T1 + 1½ Months	T2
3	Module 1.3	Preparation of FRS and Request for Proposal (RFP) for SI	T2 + 3 Months	T3
4	Module 1.4	Bid Process Management, Contract Preparation and process of awarding contracts to SI.	T3 + 1 Months	T4
5	Module 1.5	Preparation of FRS and Request for Proposal (RFP) for Other Service Providers(DC/DRC, Networking, Connectivity, Digitization)	T4 + 1 Months	T5
Phase 2 Program Management Unit (PMU) for project implementation phase (up to Go-Live) and award of other contracts				
6	Module 2.1	Approval of eGCA solution – SRS prepared by SI	This phase will be synchronised with time lines of SI.	T6
	Module 2.2	Approval of eGCA solution - Architecture & design prepared by SI		
	Module 2.3	Finalization of FRS and award of contract/agreement with Service Providers other than the SI and consulting agency - for DC/DRC, Networking, Connectivity, Digitization.		
	Module 2.4	GoLive of functions pertaining to directorates/sections/divisions in Group I as mentioned at section 2.8 (b);		
	Module 2.5	GoLive of functions pertaining to directorates/sections/divisions in Group II as mentioned at section 2.8 (b);		
	Module 2.6	Complete eGCA solution GoLive along with integration of modules developed in module 2.4 and module 2.5;		
Phase 3 Operations & Maintenance phase			The phase will start from date of completion of phase 2, and would be for a duration of 5 years	
7	Module 3.1	Program Management Unit (PMU) for performance monitoring of System, Change request management during O & M phase		
Note. Approval for SRS, Architecture and Design shall be given by DGCA on recommendation of the consulting agency.				

2.10 Payment Schedule

The Payment Schedule linked to the Scope of work defined for the project is as below:

S. No.	Phase	Phase	Billable Fee (as % of Contract Value)	Remarks
1	Phase1	Completion of Module 1.1	4%	Refer Note below
2		Completion of Module 1.2	4%	
3		Completion of Module 1.3	4%	
4		Completion of Module 1.4	8%	
5		Completion of Module 1.5	4%	
6	Phase2	Completion of Module 2.1	4%	
7		Completion of Module 2.2	4%	
8		Completion of Module 2.3	4%	
9		Completion of Module 2.4	10%	
10		Completion of Module 2.5	10%	
11		Completion of Module 2.6	4%	
12	Phase 3	Completion of Module 3.1	40%	
			100%	

Note :

- A service shall be considered GoLive if it has been successfully made on line for use by the respective stakeholders.
- Prior to GoLive, UAT shall be assessed and approved by every concerned directorate.
- Date of start of Phase 3 shall be determined only from the date of completion of all activities in Phase 2. Accordingly, payment for phase 3 will be calculated from the end of Phase 2. The number of quarters in the phase 3 shall be calculated based on the time period for Phase 3 (5 Years) after end of Phase 2. Payments for S/No. (12) above to be billed in equated installments at the end of each quarter.

2.10.1 Payment Terms & Conditions

- The taxes would be paid as per the prevalent GST rates and shall be provided separately.
- All-inclusive cost will be complete in all respects. No representation whatsoever would be entertained by DGCA for inclusion of any other cost head/cost after the opening of the Tender, other than applicable taxes.

2.11 Support to be provided by DGCA

DGCA will provide the following support, post the award of the contract to the successful bidder:

- Provide understanding of As-Is processes.
- Provide the information on current IT infrastructure already available.
- The aspirations / expectation of the system which is planned to be procured.
- Any technical infrastructure support.

2.12 Change Request

The following would constitute a Change request:

- Any work which has not been specifically mentioned in the scope of work.
- Any changes in the deliverables post approval by the client.
- Any requirement shared with the SI before and during Implementation phase shall not be considered as Change request at any point of time during the contract.
- Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible.
- Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible.

2.13 Compliance to Guidelines

The following guidelines, as applicable, need to be adhered to during all stages of the contract/ agreement, including preparation of RFP for SI and other Service Providers:

	Reference	Remarks/ URL
I – Statutory Framework	<ul style="list-style-type: none"> The Constitution of India Indian Contract Act, 1872; Sale of Goods Act, 1930 and Mercantile Laws Laws relevant to Public Procurement (Right To Information Act, 2005; The Micro, Small and Medium Enterprises Development Act, 2006; Prevention of Corruption Act, 1988) 	Indiacode.nic.in or elsewhere.
II- Rules and Regulations	General Financial Rules, 2017	http://doe.gov.in/order-circular/GENERAL%20FINANCIAL%20RULES
	CVC Guidelines	http://cvc.nic.in/proc_works.htm
	Any other financial, vigilance, security, safety, counter- trade and other regulatory aspects; orders and guidelines of the Government on the subject of Public Procurement	
III- Ministry of Finance Manual	(i) Manual for Procurement of Goods -2017 (ii) Manual for Procurement of Consultancy and Other Services 2017	http://doe.gov.in/manuals
IV Standards and Model Bidding Documents by Min of Comm & IT	(i) Model RFP Templates and Guidance Notes for Consulting Services.	http://meity.gov.in/writereaddata/files/consulting-services.pdf
	(ii) Model RFP Templates and Guidance Notes for Implementing Services	http://meity.gov.in/writereaddata/files/implementing-services.pdf
Technical Standards & Guidelines	(i) Functional Requirements Specifications & Software Requirements Specifications	eGovernancestandards.gov.in
	(ii) Guidelines for Govt. of India Websites (GIGW)	Guidelines.gov.in

Appendix I

Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used for tender bid submission

- Form 1: Particulars of the Bidders
- Form 2: Bank Guarantee for Earnest Money Deposit (EMD)
- Form 3: Compliance Sheet for Technical Proposal
- Form 4: Letter of Proposal
- Form 5: Proposed Approach & Methodology
- Form 6: Proposed Work Schedule & Project Plan
- Form 7: Team Composition and their Availability
- Form 8: Curriculum Vitae (CV) of Key Personnel
- Form 9: Deployment of Personnel

Form 1: Particulars of the Bidders

S.No	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for GST	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 2: Bank Guarantee for Earnest Money Deposit (EMD)

<Location, Date>

To,
Director (IT),
<Directorate General of Civil Aviation
Opposite Safdarjung Airport,
New Delhi-110003
<it.dgca@nic.in>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for

payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 3: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

S/N	Specific Requirements	Documents Required	Compliance	Reference & page No.
1	Covering Letter for Technical Proposal	As per Form 4		
2.	Full-time professional staff engaged in consulting services (Number of Staff)	A self-certification from authorized signatory	Yes / No	
3.	Experience in consulting engagement in e-Governance to be demonstrated in a maximum of 5 engagements that have either been completed or are ongoing project(s) where a similar deliverable or milestone has been successfully achieved. The work order should have been issued between 01 April 2012 and 31 st March 2017. <i>"Projects of Similar nature" will be considered as e-Governance project done in full/ part with Central/State Government and PSUs under Central/State Governments over the current Financial Year and the last five Financial years.</i>	Completion Certificates from the client; OR Work Order + Phase Completion Certificate (for ongoing projects) from the client		
5.	Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note/presentation (as per Form 5 & 6)	Yes / No	
6.	Team Composition (As per requirement specified in Technical evaluation)	CV for key positions & a Note (Form 7, 8 and 9).	Yes / No	
7.	Tools and Assets As per requirement specified in Technical evaluation)	A note and demonstration of the Tool/ Assets	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criterion.

Form 4: Letter of Proposal

<Location, Date>

To:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the DGCA on <provide name of the consulting engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 120 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature (In full and initials): _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 5: Proposed Approach & Methodology

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives given the priorities
- c) Technical Approach and Methodology

Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Form 6: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

No.	Activity ¹	Dependency	Calendar Months												
			1	2	3	4	5	6	7	8	9	10	11	12	N
1															
2															
3															
4															
5															
N															

1. Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.
3. All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Form 7: Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource			

(Any information withheld / misrepresented, would establish the <Nodal Agency> would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

Form 8: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** [only one candidate shall be nominated for each position Expert]: _____
2. **Name of Firm** [Insert name of firm proposing the staff]: _____
3. **Name of Staff** [Insert full name]: _____
4. **Date of Birth: Nationality:** _____
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____
6. **Total No. of years of experience:** _____
7. **Total No. of years with the firm:** _____
8. **Areas of expertise and no. of years of experience in this area (as required for the Profile – mandatory):** _____

9. **Certifications and Trainings attended :** _____
10. **Details of Involvement in Projects (only if involved in the same):** _____
11. **Languages**[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing] _____
12. **Membership of Professional Associations:** _____
13. **Employment Record** [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]: _____

From (Year):

To (Year):

Purchaser:

Positions held: _____

14. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each) <i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i> Name of assignment or project: Year: Location: Purchaser: Main project features: Positions held: Value of Project (approximate value or range value): Activities performed:
---	--

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

(Signature of staff member or authorized representative of the staff) Date: _____
Day/Month/Year

Full name of Authorized Representative: _____

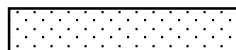
Form 9: Deployment of Personnel

No	Name of Staff	Deliverables Involved	Staff input in Months (in the form of a bar chart)														Total Staff man-Months Proposed
			1	2	3	4	5	6	7	8	9	10	11	12	N	Total	
1																	
2																	
3																	
N																	
															Total		

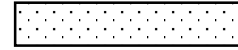
1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2 Months are counted from the start of the assignment.

Full time input



Part time input



Appendix II

Financial Proposal Template

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

Form 1: Covering Letter

Form 2: Financial Bid Template

Form 1: Covering Letter

To:

Director (IT),
Directorate General of Civil Aviation
Opposite Safdarjung Airport,
New Delhi-110003
(it.dgca@nic.in)

Subject: Submission of the Financial bid for engagement of Consulting agency

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for <<*Title of consulting services*>> in accordance with your Request for Proposal dated [*Date*] and our Proposal - Technical and Financial Proposals. Our attached Financial Proposal is for the sum of <<*Amount in words and figures*>>. This amount is inclusive of OPEs, Miscellaneous expenses & taxes.

I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<*Date*>> We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

Form 2: Financial Bid Template

Form 2A: Summary of Costs

S. No.	Costs	Currency (INR)	Amount(s)
1	Total Amount of Financial Proposal		
2	GST		
Total			

Please note that these costs do not affect the payment Schedule. These costs are required primarily to establish the costs of any rework or penalties, in case required at any subsequent stage

Appendix – III

DGCA Organization Manual



GOVERNMENT OF INDIA

**OFFICE OF
THE DIRECTOR GENERAL OF CIVIL AVIATION**

ORGANISATION MANUAL

JULY 2017

PREFACE

Directorate General of Civil Aviation is the regulatory body governing the safety aspects of civil aviation in India. This document provides the organisation of DGCA at headquarters and regional offices including role and functions of the organization and the various existing and newly created directorates/ divisions of DGCA in a consolidated format. This document replaces the DGCA Organisation Manual issued in December 2015.



(B. S. Bhullar)

Director General of Civil Aviation

31st July 2017

(Approved vide F. No. 18/34/2005-VC dated 31st July 2017)

RECORD OF REVISIONS

This document replaces the earlier edition issued in December 2015.

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1. Directorate General of Civil Aviation – Functions

1. Registration of civil aircraft;
2. Formulation of standards of airworthiness for civil aircraft registered in India and grant of certificates of airworthiness to such aircraft;
3. Licensing of pilots, aircraft maintenance engineers and flight engineers, and conducting examinations and checks for that purpose;
4. Certification of aerodromes;
5. Maintaining a check on the proficiency of flight crew, and also of other operational personnel such as flight dispatchers and cabin crew;
6. Granting of Air Operator's Certificates to Indian carriers and regulation of air transport services operating to/from/within/over India by Indian and foreign operators, including clearance of scheduled and non-scheduled flights of such operators;
7. Conducting investigation into incidents and serious incidents involving aircraft upto 2250 kg AUW and taking accident prevention measures including formulation of implementation of Safety Aviation Management Programmes;
8. Carrying out amendments to the Aircraft Act, the Aircraft Rules and the Civil Aviation Requirements for complying with the amendments to ICAO Annexes, and initiating proposals for amendment to any other Act or for passing a new Act in order to give effect to an international Convention or amendment to an existing Convention;
9. Coordination of ICAO matters with all agencies and sending replies to State Letters, and taking all necessary action arising out of the Universal Safety Oversight Audit Programme (USOAP) of ICAO;
10. Supervision of the institutes/clubs/schools engaged in flying training including simulator training, AME training or any other training related with aviation, with a view to ensuring a high quality of training;
11. Granting approval to aircraft maintenance, repair and manufacturing organizations and their continued oversight;
12. To act as a nodal agency for implementing Annex 9 provisions in India and for coordinating matters relating to facilitation at Indian airports including holding meetings of the National Facilitation Committee;

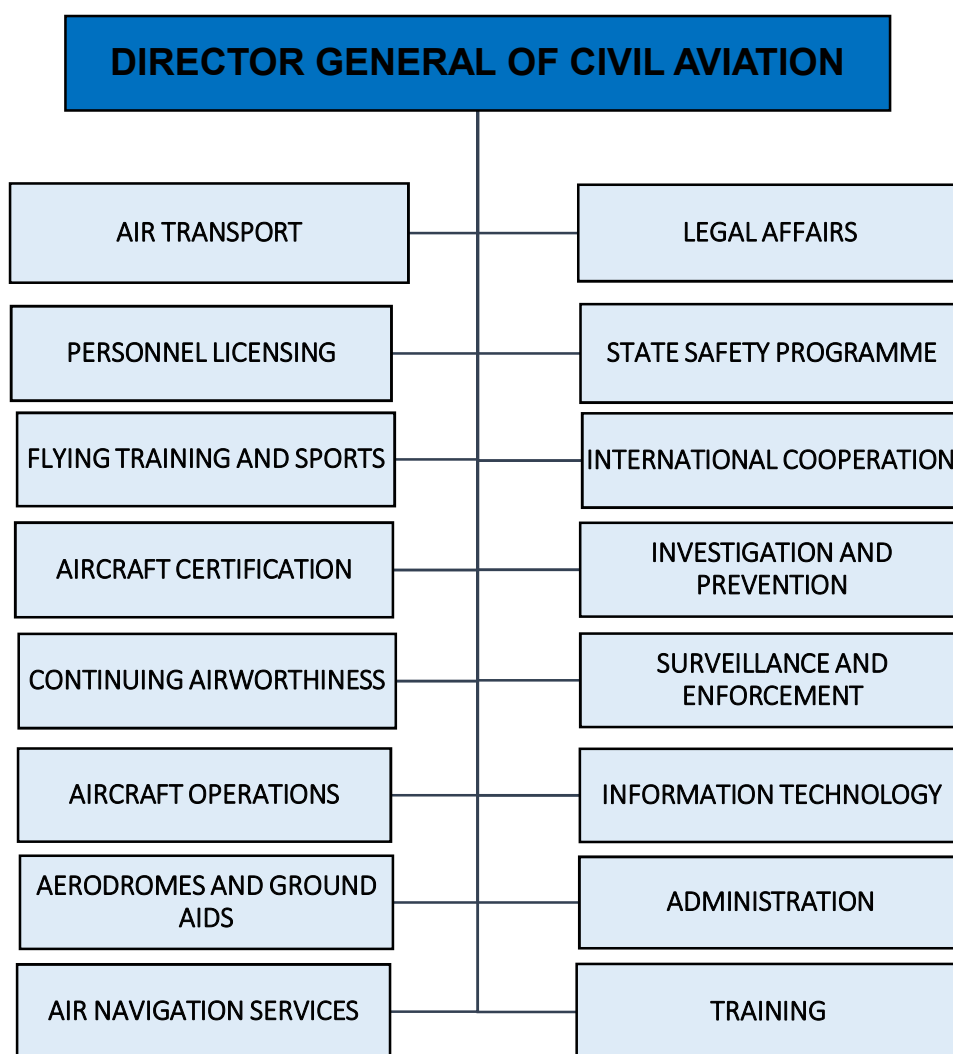


13. Rendering advice to the Government on matters relating to air transport including bilateral air services agreements, on ICAO matters and generally on all technical matters relating to civil aviation, and to act as an overall regulatory and developmental body for civil aviation in the country;
14. Coordination at national level for flexi-use of air space by civil and military air traffic agencies and interaction with ICAO for provision of more air routes for civil use through Indian air space;
15. Keeping a check on aircraft noise and engine emissions in accordance with ICAO Annex 16 and collaborating with the environmental authorities in this matter, if required;
16. Promoting indigenous design and manufacture of aircraft and aircraft components by acting as a catalytic agent;
17. Approving training programmes of operators for carriage of dangerous goods, issuing authorizations for carriage of dangerous goods, etc.
18. Safety Oversight of all entities approved/ certified/ licensed under the Aircraft Rules 1937.



2. Directorate General of Civil Aviation – Organisational Structure

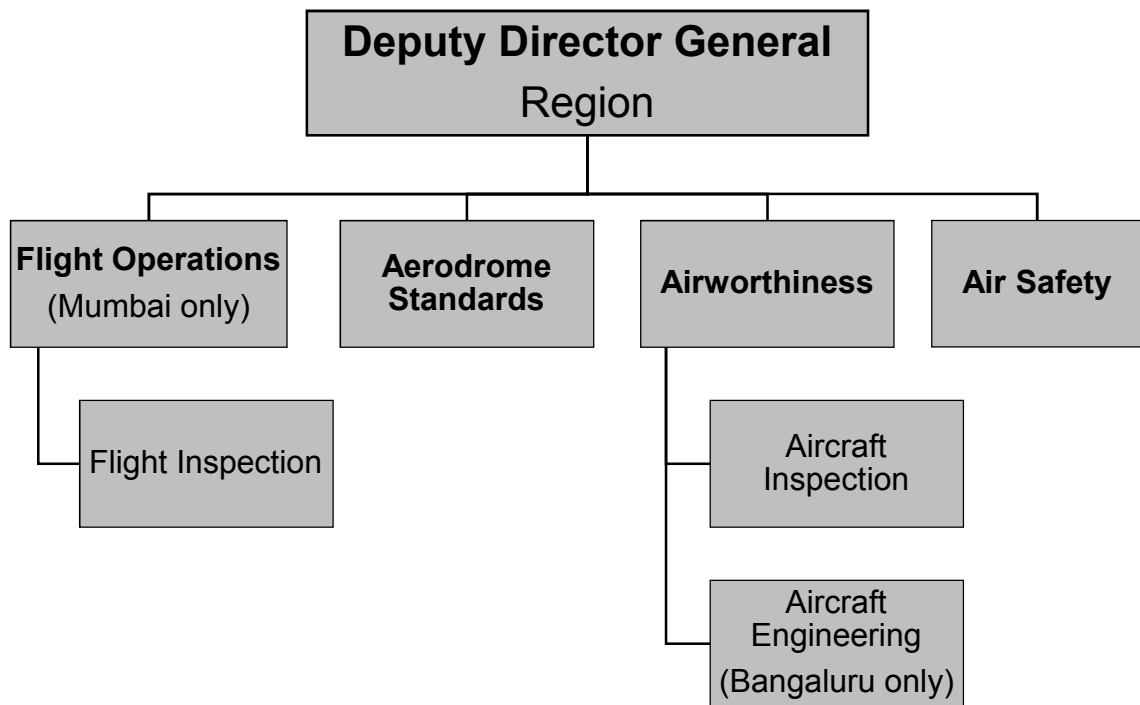
I. DGCA Headquarters





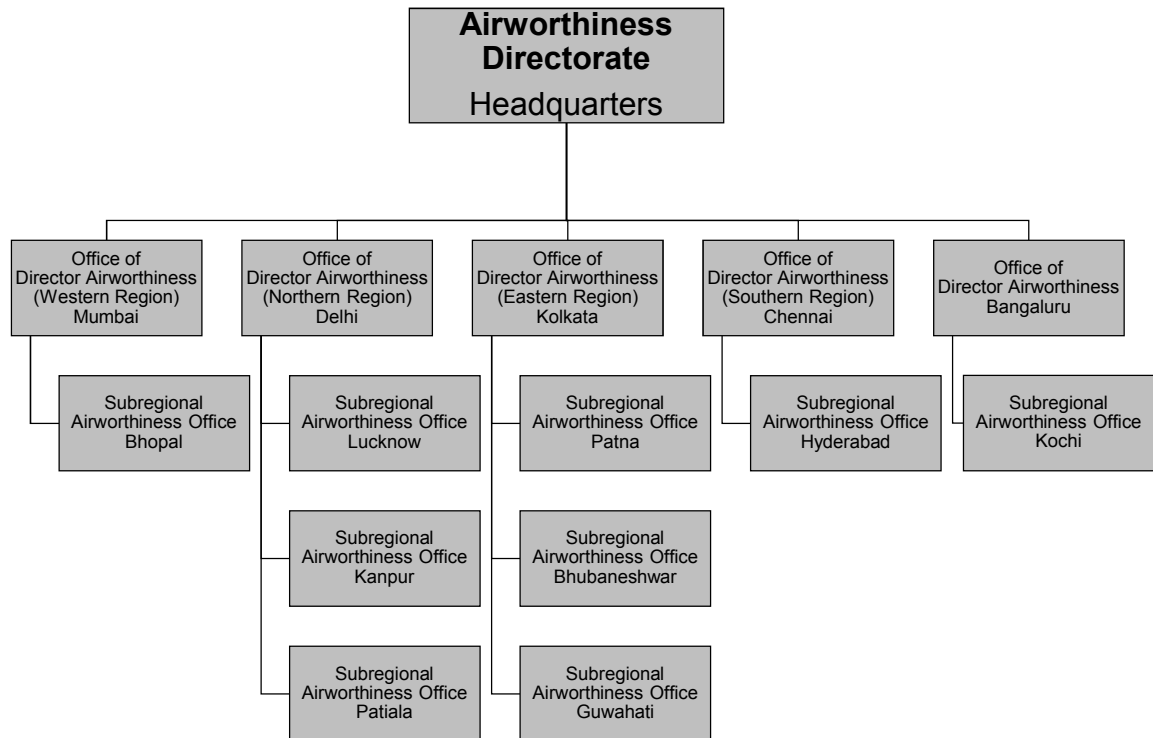
II. DGCA Regional Offices

1. Regional Offices (Delhi/ Mumbai/ Kolkata/ Chennai/ Bengaluru)



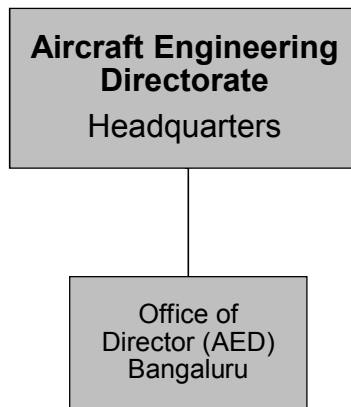


2. Airworthiness – Regional Offices



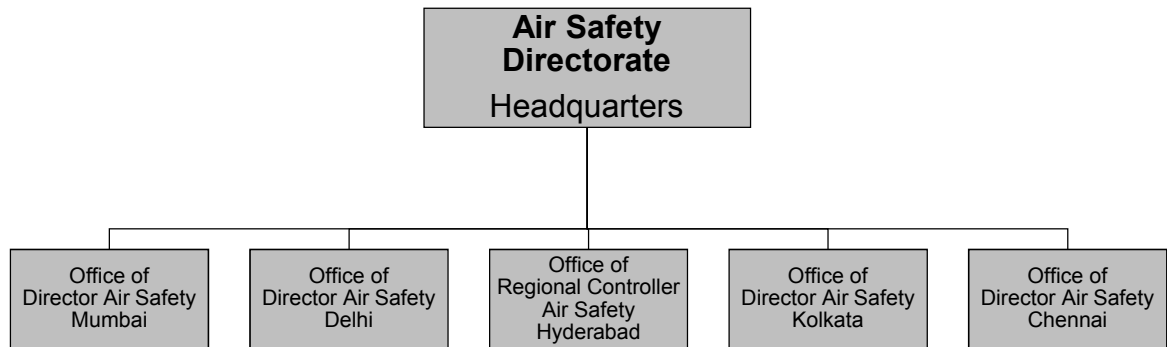


3. Aircraft Engineering – Regional Offices



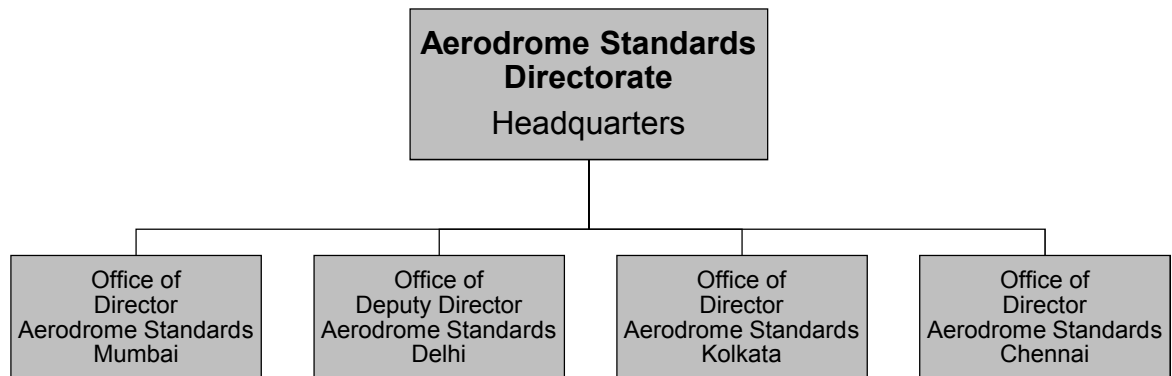


4. Air Safety – Regional Offices



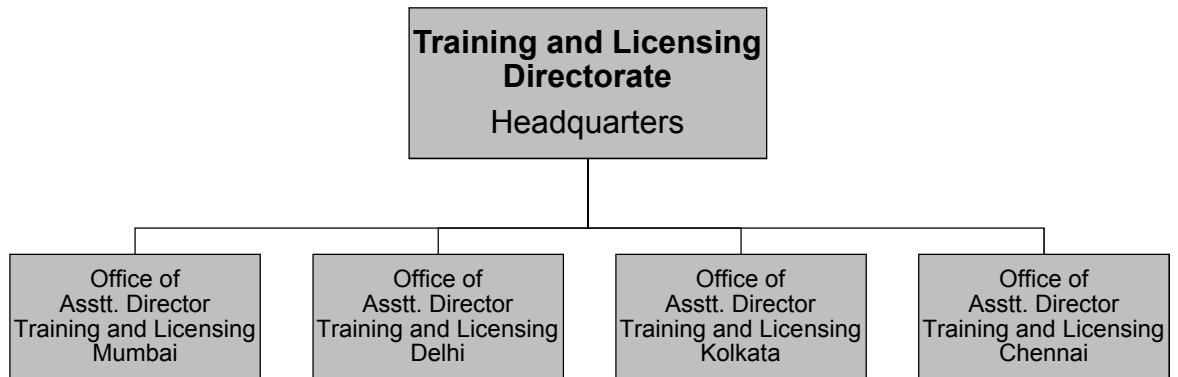


5. Aerodrome Standards – Regional Offices





6. Training and Licensing – Regional Offices





3. Directorate General of Civil Aviation – Duties and Functions of Directorates/ Divisions

A. ADMINISTRATION

1. Establishment I Section

1. All Establishment work relating to Group 'A', 'B' & 'C' posts in Aircraft Engineering Directorate.
2. Establishment matters relating to Group 'B', 'C' and 'D' staff in the Regional and Sub-regional offices of the CAD.
3. All pension cases and pension related Court cases relating to retiring as well as retired employees of DGCA Hdqrs. and those of employees of CAD absorbed in Airports Authority of India.
4. Matters relating to the management of the Regional & sub-regional offices of CAD including accommodation, residential quarters and transport.
5. Issue of Exchange Vouchers for Air India/Tickets in respect of the Headquarters officers of the Civil Aviation Department except CSS, CSSS & CSCS who are selected for deputation/delegation and training abroad.
6. Scrutiny of Air-India Bills and T.A. Bills in respect of the foreign tours of the Headquarters Officers other than CSS, CSSS & CSCS and acceptance of the same.
7. Scrutiny of vouchers in respect of deputation/delegation abroad of Headquarters officer of CAD (received from Embassies/High Commission by CPAO) and acceptance of the same.
8. Service matters of Group 'A', 'B' & 'C' officers of Aircraft Engineering Directorate.
9. Work relating to Motor Transport Pool and Establishment matters relating to staff car drivers.



2. Establishment II Section

1. Establishment work relating to Recruitment, Promotion and Deputation of Group 'A' Officers of Civil Aviation Department (except officers belonging to the Aircraft Engineering Directorate) including processing of DPC papers, initial posting etc.
2. Creation, continuation, abolition, conversion of temporary posts etc. of all the above mentioned categories of officers and staff.
3. Court cases relating to Group 'A' officers.
4. Submission of Periodical Reports and returns.
5. Matters relating to office council
6. Parliament Questions on the above subjects.
7. RTI Matters, PMO reply, Incumbency List and other Miscellaneous works.



3. Establishment III Section

1. Establishment work relating to CSS, CSCS, CSSS and Group 'D' staff and ex-cadre posts viz. Caretaker, Cashier, Accountant, Hindi Translators Grade I & II, Senior Investigators, Junior Investigators, Senior Computers and Accounts Officers at Headquarters of the DGCA.
2. Maintenance of service books of the above categories of officers and staff.
3. Creation, continuation, abolition, conversion of temporary posts etc. of all the above mentioned categories of officers and staff.
4. Cases under CCS (Conduct) Rules e.g., matters relating to purchase /sale of moveable and immovable property etc. in respect of officers referred to above.
5. APAR/SPARROW of the above categories of staff.
6. Court cases relating to above categories of staff.
7. Submission of Periodical Reports and returns.
8. Matters relating to office Council.
9. Parliament Questions on the above subject.
10. RTI Matters and other Miscellaneous works.



4. Recruitment Cell

1. Recruitment Rules:
 - a) Framing of Recruitment Rules.
 - b) Revision/Amendment of Recruitment Rules.
 - c) Repealing of Recruitment Rules.
2. Appointment of Consultants on contract basis including FOIs against the vacant sanctioned post on requirement basis except the post of Multi-Tasking Staffs (MTS) , Data Entry Operator, Drivers and other casual appointment by General Section.
3. All administrative/establishment/service matter of contractual consultants working in Directorate General of Civil Aviation.



5. General Section

1. Receipt and issue work of the DGCA (HQ).
2. Procurement/issue and maintenance of records etc. of stores stationery including local purchases.
3. Issue of Identity Card to officers and staff.
4. Issue of uniforms.
5. Installation/changes of telephones intercoms.
6. Maintenance of staff cars/vehicles.
7. Security arrangements of DGCA (HQ).
8. Procurement and issuance of stationery/consumables/ furniture/computers and printers etc. for DGCA (HQ).
9. All maintenance and Housekeeping Service.
10. Maintenance of DGCA complex through CPWD.
11. Providing of official vehicles.
12. Floating tenders for various procurements.
13. Issue of parking label.
14. Scrap/waste papers recycling.
15. General Services for all Directorates/Sections of DGCA.



6. Cash Section

1. Preparing and disbursement of salary to the officers/staff of DGCA Hqrs.
2. Grant of all advances to the officers/staff of the DGCA (Headquarters) and regional offices of DGCA.
3. Drawal and disbursement of advances, withdrawals, bonus, overtime etc.
4. C.G.H.S. Scheme to officers and staff of DGCA Hqrs.
5. Re-imbursment of medical expenses to officers and staff of DGCA Hqrs.
6. Sanctions for medical re-imbursment to all Regional and Sub-regional offices of DGCA.
7. Allotment of Govt. accommodation to all officers/staff of DGCA Hqrs.
8. Withdrawal and disbursement of cash and depositing cheques in bank.
9. Preparing online bills through PFMS.



7. Finance Section

Budget Work

1. Budget Estimates and Revised Estimates under Revenue Grant.
2. Budget Estimates and Revised Estimates under Capital Grant.
3. Budget Estimates and Revised Estimates under Classified Advertisements and Visual Publicity and other miscellaneous heads.
4. Budget Estimates and revised Estimates under Loans and Advances to Central Government Servants.
5. Performance Budget.
6. Issue of Re-appropriation orders in respect of Revenue and Capital Grants.
7. Matters relating to the Public Accounts Committee and Expenditure Finance Committee.
8. Appropriation Accounts under Revenue and Capital Grants.

Allotment of funds

9. Declaration of Head of Office/Controlling Officer/Drawing and Disbursing Officer.
10. Preparation of Financial Effect Statements.
11. Grant of Permanent Advances (Contingencies).
12. Submission of monthly accounts to audit and submission of quarterly returns regarding maintenance of Liability Register.
13. Departmental Inspection on the accounts of the Subordinate Offices.
14. Audit Inspection Reports/Objection Reports.
15. Delegation of Financial Powers.



8. Vigilance Section

1. Vigilance and disciplinary cases.
2. Appeals/Reviews arising of disciplinary / Vigilance cases.
3. Maintenance of Complaint Register.
4. Periodical returns regarding complaints and Disciplinary cases, Appeals/Reviews etc.
5. Issue of Vigilance Clearance for Airport Entry Pass in respect of officers of DGCA.
6. Issue of Vigilance Clearance in respect of DGCA officers pertaining to various administrative purposes.
7. Follow up action on CVC instruction/circulars on Vigilance.
8. Court cases, RTI matters, Public Grievances related to Vigilance cases.



9. Parliament and Coordination Section

1. Parliament Matters like Notices/Questions, Circulation of provisional Calendar, Guidelines and procedure for dealing with Parliament Questions.
2. Aerodrome Entry Permit (AEP).
3. Co-ordination of the O&M Work of the Civil Aviation Department.
4. Action Taken Reports on Minutes of Sr. Officers Meetings.
5. Inputs on Monthly D.O Letter to Cabinet Secretary.
6. Consultative Committee Meetings; ATR on their recommendations.
7. VIP References.
8. Pending Assurances.
9. Circulation of orders.
10. Collection and Submission of General information.
11. Brief for opening speech for the Minister of Civil Aviation as well as for President for both Houses of Parliament.
12. Issue of Republic/Independence Celebration Passes.
13. Collection of Donations for Red Cross/Armed Forces/Dumb & Deaf Flag Days, Communal Harmony Day etc.
14. Providing information under Right to Information Act relating to P&C Section.
15. Providing information on various awards Padma Vibhushan, Padma Bhushan, Padma Shri, PM's Shram Awards, PM's Awards for Excellence in Public Administration, Recommendations for Jeewan Raksha Padhak Services of Awards, Recommendations for Ashoka Chakra Series of Gallantary Awards to be announced on Independence Day, Implementation for Golden Peacock Awards etc.
16. Miscellaneous References.
17. Recording and Weeding of files in DGCA.
18. Pending Issues of DGCA in MoCA.
19. Inter-Ministry Sports.



10. Official Language Division

1. Implementation of Official Language Policy of Government of India in accordance with the provisions of Official Language Act 1963, Official Rules 1976 and Presidential Orders issued from time to time.
2. All types of translation work including various reports from English to Hindi and vetting thereof.
3. Meetings of Official Language Implementation Committee of DGCA.
4. Grant of Advance Increments; Cash and Lump-sum Awards on passing various Hindi Examinations.
5. Organising Hindi Workshops in the office.
6. Preparation of help literature in Hindi and distribution of the same.
7. Compilation and submission of quarterly, half yearly and annual assessment reports regarding progressive use of Hindi to the Ministry of Civil Aviation and Department of Official Language, (Ministry of Home Affairs).
8. Collection of data regarding Hindi qualifications of employees for the purpose of nominating them to various Hindi trainings.
9. Special emphasis on compliance of section 3(3) of Official Language Act, 1963.
10. Overall guidance to staff regarding the use of Hindi for day to day official work on individual basis.
11. Parliament Questions regarding the use of Hindi.
12. Inspection of Subordinate and Regional Offices of DGCA to review the implementation of Official Language Policy of Government of India and to give guidance thereon.
13. Implementation of Incentive Scheme for noting drafting and Hindi dictation issued by Department of Official Language.
14. Parliamentary Committee on Official Language – Visit of Second of Sub-Committee of Committee of Parliament.
15. All India Official Language Conference.
16. Work relating to purchase of Hindi Books & Newspapers for the library of DGCA(Hqr) as per norms prescribed by Department of Official Language (Ministry of Home Affairs).
17. Celebration of Hindi Day and Hindi Pakhwara in DGCA Headquarters.
18. Overall monitoring of Subordinate/Regional Offices regarding progressive use of Hindi.
19. Notifying Subordinate/Regional offices under rule 10(4) of Official Language Rules 1976.
20. Issuance of individual orders under rule 8(4) of Official Language Rules 1976 for doing cent percent work in Hindi.
21. Matters relating to Hindi Advisory Committee of Ministry of Civil Aviation.
22. Matters relating to Official Language Implementation Committee Meeting of Ministry of Civil Aviation.
23. Review of Quarterly Progressive Report and Minutes of Meeting received from Subordinate Offices /Regional Offices.
24. Translation of Civil Aviation Requirements (CAR) and some other material of present website in Hindi with a view to preparing website bilingual.
25. Keeping liaison with the Central Translation Bureau, Central Hindi Directorate and Commission for Scientific and Technical Terminology.
26. Preparation of Departmental Terminology.



27. Matters relating to the Kendriya Sachivalaya Hindi Parishad.
28. Preparation of Hindi versions of Departmental English Abbreviations.



B. AIRCRAFT CERTIFICATION

Aircraft Engineering Directorate

The following are the four divisions in Aircraft Engineering Directorate:

- A. Aero Engineering Division (AED)**
- B. Aero Laboratories Division (ALD)**
- C. Aviation Environment Unit (AEU)**
- D. Air Transport Division (ATD)**

The functions of each of the divisions are listed below: -

(A) Aero Engineering Division (AED):

1. Approval of Design Organizations (DO) and subsequent renewal of approval of Design Organisations in accordance with CAR 21 Subpart JA and JB.
2. Audit/ surveillance of Design Organizations in accordance with Annual Surveillance Plan.
3. Issue of Type Certificate for aeronautical product designed & developed in India under rule 49 of the Aircraft Rules, 1937.
4. Validation of Type Certificate (TC) issued by foreign regulatory authorities for aeronautical products designed in foreign countries in the circumstance when the product will be manufactured, and/or operated in India, under rule 49B of the Aircraft Rules, 1937.
5. Recognition of Type Certificate (TC) of aeronautical product issued by a contracting state whose airworthiness requirements are at least equal to the requirements established in accordance with the national regulation contained in CAR 21, for operation in India under rule 49E of the Aircraft Rules, 1937.
6. Issuance of Supplemental Type Certificate (STC) for aeronautical products designed & developed in the country under rule 49F of the Aircraft Rules, 1937.
7. Recognition of Supplemental Type Certificate issued by a contracting state whose airworthiness requirements are at least equal to the requirements established in accordance with the national regulation contained in CAR 21 for design changes to be incorporated on aeronautical product under rule 49G of the Aircraft Rules, 1937.
8. Issue of Indian Technical Standard Order (ITSO) authorizations for development of ITSO appliances and publishing ITSO standards under rule 49H of the Aircraft Rules, 1937.
9. Issue of noise certificate for indigenised designed and developed aircraft;
10. Continued airworthiness of aeronautical products, parts & appliances including issuance of Airworthiness Directives (AD) for aeronautical products designed in India and dissemination of the information to all air operators and to CAAs located in States that have the affected aeronautical product on their respective national aircraft register under Subpart A & B of CAR 21.
11. To support international Cooperation Programmes (ICP) such as Bilateral Aviation Safety Agreements (BASA)/ Memorandum of Understanding (MoU)/ Working Arrangements (WA) and their related Implementation Procedures of Airworthiness (IPA) in the field of mutual acceptance of aeronautical products/ parts, technical cooperation and in general promotion of aviation safety.
12. Approval to changes in type design/type certificate and approval to repair design for indigenously designed and developed aeronautical product under Subpart D & M of



CAR 21 respectively. Assisting DAW for approval of modification / repair where design documents are not from approved source as per AAC 1 of 2017.

13. Witnessing of the Qualification tests to ensure the adherence to the Qualification test program.
14. Acceptance/Approval of the Qualification test schedules of parts & appliances.
15. Issue of permit to fly for aircraft that do not meet applicable airworthiness requirements, but are capable of safe flight e.g. prototype aircraft under Subpart P of CAR 21.
16. Participation in and overseeing the activities of the type certification board (TCB) for indigenized aeronautical product;
17. Inspect prototype aircraft, test specimens and test installation, as necessary. This includes:
 - a. determine the conformity of each part, article and test installation with its applicable design data, as well as with the approved test proposal; and
 - b. issue conformity inspection reports;
 - c. evaluate proposals pertinent to manufacturing aspects of the design, repair and modification of an aircraft or its parts to ensure conformity with CAA specifications;
18. Ensure that a system is in place through which the air operator will report malfunctions, failures, defects and other occurrences that might cause adverse effects on continuing airworthiness to the type design organization. Ensure the type design organization, under its authorization, reviews the reports it receives on malfunctions, failures, defects and other occurrences and takes appropriate corrective action(s) on unsafe conditions, where necessary under 21.3A of CAR 21.
19. Participate in maintenance review board (MRB) activities related to the development and approval of initial maintenance and inspection requirements for newly type certificated indigenised aircraft and engines being introduced into service for the first time;
20. Prepare and recommend regulatory changes and amendments to the national aviation legislation concerning all matters of airworthiness within the scope and function of the AED.
21. Develop/adopt standards and procedures for the type certification of an aircraft including its components, engines, systems, instruments and equipment in line with ICAO Annex 8;
22. Approval of test pilots under AC 1 of 2001 and AC 1 of 2002.
23. Ensure that the type data necessary to support the type certificate of aircraft in the State of aircraft registered is maintained; and
24. The regional office at Bengaluru functions as a satellite office of AED Headquarters.
The functions & responsibilities of officers of Bengaluru region are as follows:
 - a. Design Organization renewal/surveillance in accordance with CAR 21, Subpart JB & JA.
 - b. Scrutiny and acceptance/approval of the Qualification test schedules of parts & appliances.
 - c. Witnessing of the Qualification tests to ensure the adherence to the Qualification test program.
 - d. Scrutiny/approval of the compliance against the applicable Airworthiness Standards.
 - e. Performing conformity inspection of aircraft / aircraft parts, systems & item of equipment indigenously produced in the country.
 - f. Co-ordination with HQs in granting approvals/ certification etc.
 - g. Submitting monthly report to Headquarters, which depicts the entire activities carried out by the regional office during the month.



- h. Scrutiny/approval of design/compliance documents pertaining to approval of modification and repair with respect to indigenously designed & manufactured aircraft.
- i. Participation in MRB/FRB meeting meant to deliberate & discuss the mitigation action to be taken on the failures/malfunctions/ defects/ occurrences on the aircraft designed & manufactured in India.
- j. Scrutiny of SBs/ASBs and its substantiation documentation submitted by the TC holder.
- k. Recommend and issue of PAD for consideration of DGCA(AED) Hqrs
- l. Any other work assigned by DGCA Hqrs.

(B) Aero Laboratories Division (ALD):

B1. Failure Analysis Laboratory:

- Engaged in analysing failed aircraft components involved in accident/incident and also during in-service to find out the probable cause and suggest remedial measures
- Failed parts are analysed
 - Microscopically (to examine the failure mechanism viz. ductile failure, brittle failure, fatigue, corrosion, etc.)
 - Metallographically (to examine grain size, cracks, microstructure, etc.)

B2. Flight Recorder Laboratory:

- Engaged in monitoring of CVRs and DFDRs for the purpose of ensuring continued airworthiness of recorders and crew performance
- Analysis of flight recorders of aircraft involved in accident/incident to know cockpit environment and aircraft attitude.
- Lab equipped to decode CVRs and DFDRs of Honeywell and L3 Communications make

B3. Physical & Chemical Laboratory:

- Testing and analysis of Aviation Turbine Fuel samples for:
 - Quality control monitoring
 - Approval of fuel samples for VVIP flights
 - Commissioning of new fuel tanks
 - Accident investigation purpose
- Fuel Samples analysed in accordance with DEF STAN 91-91/IS 1571 requirements on the following:
 - Appearance (Colour, Particulates, etc.)
 - Composition (Acidity, Aromatics, Sulphur, etc.)
 - Volatility (Distillation, Flash point, Density, etc.)
 - Fluidity (Freezing point, Viscosity, etc.)
 - Combustion (Smoke point, Naphthalene, Specific energy, etc.)
 - Corrosion
 - Contaminants
 - Water separation characteristics

B4. Material Testing Laboratory:

- Testing of welding samples
 - Ultimate tensile strength
 - Bend test
 - Micro testing



– Testing of upholstery material

- Flame time
- Dripping
- Burn length

(C) Aviation Environment Unit (AEU)

- To develop carbon footprint for civil aviation for monitoring purpose.
- To disseminate the guidelines and measures adopted by ICAO to the stakeholders in respect of environment protection.
- To share various global best practices to the stake holders in respect of environment protection.
- To assess local air quality in and around airports for monitoring purpose.
- To assist Central Pollution Control Board (CPCB) in formulating noise standards for airports.
- To assist in developing noise contours around airports in coordination with AAI/ATC, CPCB and Air Operators.

(D) Air Transport Division (ATD)

- Approval of flight schedules:
 - Scheduled domestic airlines
 - Indian carriers for international operations
 - Amendments to approved flight schedules
- Scrutiny of traffic data of submitted by scheduled domestic airlines with respect to adherence of:
 - ASKM deployment requirements contained in Route Dispersal Guidelines
 - On-Time performance of scheduled domestic airlines and foreign carriers
 - Compliance of regulations on denied boarding/ cancellations/delays
 - International operations of Indian Carriers with respect to utilisation of traffic rights
 - Tariff of scheduled domestic airlines
- Analysis of passenger traffic data of scheduled domestic airlines on monthly basis in respect of passenger growth, market share, load factor, etc.
- Review of preparedness of Indian carriers to new international destinations in respect of operations, engineering, safety, security, ground facilities, commercial arrangements, etc.
- Study in respect of technical feasibility for selection of suitable fixed wing aircraft/helicopter.



C. CONTINUING AIRWORTHINESS

Airworthiness Directorate

A. HEADQUARTERS (AIRWORTHINESS DIRECTORATE)

The main functions and responsibilities of the Airworthiness Directorate (Headquarters) are detailed below:

1. Regulations, Policies and Guidance functions

- a) develop national regulations, standards, policy and guidance; related to airworthiness, continuing airworthiness of aircraft etc.
- b) amend, as appropriate, national airworthiness regulations, policy and guidance, based on a continual review of the viability and effectiveness of those regulations, policy and guidance;
- c) examine changes in ICAO requirements for incorporation into Aircraft Rule or Civil Aviation requirements, or the filing of appropriate differences;
- d) examine current and, as necessary, new foreign regulations (EASA based) and determine the need for adaption of critical features of such regulations in the DGCA requirements concerning airworthiness.
- e) establish working relationships with other CAAs and industry that facilitate the certification of foreign aeronautical products to enable their import and export;
- f) Issue of advisory circulars concerning airworthiness practices and procedures, where such advice does not warrant mandatory action, but makes a significant contribution to flight safety;
- g) Participation at national and international levels on matters relating to airworthiness;
- h) Evaluation and processing for grant of exemption received from Regional office(s).

2. Staffing and Training functions

- a) Develop process for evaluation of work force requirements to perform the function related to airworthiness;
- b) Develop training program for training and qualification of Airworthiness Officers;
- c) Develop procedures for nomination and authorisation of appropriately qualified technical personnel as inspectors based on qualifications, training provided (including specialized training and OJT);
- d) Implementation of training policy of Airworthiness Directorate including OJT.



3. Approvals and Certification functions

- a) Review, process and record applications for registration, de-registration, amendment of registration of aircraft as appropriate, and issuance of certificates of registration.
- b) maintain the Civil Aircraft Register and ensuring updated information are available as and when required;
- c) grant or validate aircraft noise certification;
- d) issuance/ validation of certificate of airworthiness and issuance of initial ARC and processing of documents, as appropriate;
- e) Approval and renewal of foreign aircraft maintenance organizations involved in maintenance of Indian registered aircraft;
- f) record, review and process application for issue of aircraft maintenance personnel /flight engineers licence, renewal /validation and extension of licenses and ratings for additional category of CAR-66 licence,
- g) Evaluate and issue export certificates of airworthiness for aircraft.
- h) Evaluate and approve or accept maintenance organization exposition, and, maintenance training organization exposition related to foreign organisations.
- i) Certification and approval of initial applications of air operators (airworthiness aspects) as per CAP 3100, CAP 3300 and CAP 3400;
- j) Participation in maintenance review board activities for development and approval of initial maintenance inspection for newly type certificated aircraft/power plants being introduced in service for the first time;
- k) Issuance of directives concerning the design standards to be met by aircraft/aircraft components/ equipment during manufacture and maintenance.
- l) issue special flight permits with operating limitations for aircraft for delivering or export of aircraft.
- m) Review of Airworthiness Directives and Service Bulletins issued by State of Design to determine their applicability to the civil registered aircraft;

4. Liaison functions

- a) Prepare and distribute to the public documents containing all issued MCAI and airworthiness advisory material;
- b) Confer at national and international levels on matters relating to the regulations and technical matters concerning airworthiness.
- c) Processing of proposal for foreign deputation for inspection, oversight, training, attending workshops related to officers of the directorate.
- d) Processing of applications for issue of Aero mobile Station Licenses for an aircraft;



- e) Co-ordination with international agencies on matters relating to RVSM approval/ operations of Indian civil registered aircraft;

5. Surveillance, Investigations and Enforcement

- a) Planning of annual surveillance programme of foreign organizations.
- b) Co-ordinate with FSD for implementation of Ramp Inspection programme for domestic/ foreign operators.
- c) Investigation of violations of the national regulations concerning airworthiness and initiation of punitive/corrective actions, where necessary.

6. Miscellaneous Function

- a) Matters pertaining to RTI Act, 2005 and replies thereof relating to Airworthiness;
- b) Coordination with other directorates on matters relating to airworthiness, and initial airworthiness of an aircraft, as required;

B. REGIONAL/ SUB-REGIONAL AIRWORTHINESS OFFICE

The main functions and responsibilities of the Regional/ Sub-regional offices are detailed below:

- a) Implementation of regulations to verify compliance of national regulations.
- b) Implementation of training policy of Airworthiness Directorate including OJT in regional and sub-regional offices.
- c) Provide on the job training to officers before they are authorised to function independently.
- d) Forwarding recommendations (annually) to Hqrs for training requirements of officers based upon training need analysis.
- e) Maintenance of training records of the officers.
- f) Compilation of Monthly News Letter and forwarding to Headquarters (Airworthiness Directorate).
- g) Co-ordination with senior officers of DGCA during their official visits.
- h) Ensure safety and security of office premises.
- i) Reviewing, processing and recording of applications for issue /validation of Certificate of Airworthiness and Airworthiness Review Certificate of an aircraft and provide recommendation to Hqrs for initial issue of C of A and ARC.
- j) Reviewing, processing and recording of applications for issue of Export Certificate of Airworthiness of an aircraft and provide recommendation to Hqrs.



- k) Reviewing, processing and recording of applications for issue / renewal/ variation of approval of organizations.
- l) Reviewing, processing and recording of applications for special operations such as RVSM, EDTO, Cat-II/CAT-III, PBN etc related to Airworthiness and providing recommendations to Hqrs for further action.
- m) Inspection and airworthiness control of leased aircraft (CAP-3200).
- n) Approval of continuing airworthiness related documents such as maintenance programme, MEL, approval/ acceptance of modifications/ repairs, technical log book, acceptance of maintenance and continuing airworthiness management contracts etc.
- o) Certification and approval of initial applications of air operators (airworthiness aspects) as per CAP 3100, CAP 3300 and CAP 3400.
- p) Evaluation and approval of weight schedule and load & trim sheet.
- q) Conduct written/ on-line examinations for issue/ extension of licenses of aircraft maintenance personnel and flight crew.
- r) Record, review and process application forms of aircraft maintenance personnel/ flight engineers licence (renewal), renewal and extension/ change of licenses and ratings for additional category of AME licence.
- s) Conduct of skill test for type rating of aircraft maintenance personnel/ issuance of authorization.
- t) Processing, reviewing, assessment for issuance of special flight permission. Review and approval/ acceptance of expositions, procedures related to maintenance, production, continuing airworthiness, on job training etc.
- u) Review of Engineering Statistical Reports of operators and initiate appropriate action, if required.
- v) Investigation/ analysis of defects in the aircraft and suggest corrective actions to arrest negative trends, if needed. Approval or acceptance of modifications and repairs relevant to continuing airworthiness of aircraft.
- w) Monitoring and control of mandatory continuing airworthiness information (MCAI).
- x) Co-coordinating requests for deviations from requirements and specifications, and ensuring adequate treatment for those deviations.
- y) Identifying and assessing industry problems which threaten timely and satisfactory achievement of safety objectives related to national requirements, including issuing recommendations for corrective action.



- z) Witnessing critical tests performed and approving testing methods and test reports.
- aa) Investigation of major problems or defects discovered in aeronautical products or parts in service, and determine appropriate corrective action to be taken, when the airworthiness objectives of national requirements are not being met.
- bb) monitor manufacturer's service bulletins (SB) to consider their implications on design, production and maintenance.
- cc) evaluate accidents, incidents and service difficulties to determine possible unsatisfactory designs or processes.
- dd) Processing of requests of exemption of approved organisations and recommendation to Hqrs.
- ee) Surveillance and Periodic review of the approved organizations to assess their capability to have continuous approval.
- ff) Develop and implement annual surveillance programme based on the airworthiness complexity of the organisation. Continuing airworthiness oversight including ACAM and enforcement actions.
- gg) Perform ramp inspection on domestic and foreign air operators.
- hh) Perform periodic and unannounced surveillance of industry activities to ensure compliance with national requirements, manufacturer standards and good maintenance practices.
- ii) Ensure timely corrective action on deficiencies noted during oversight of certificated operators. Maintenance of record.
- jj) Investigate possible violations of the national law or regulations in regard to airworthiness and to enforce corrective and initiate enforcement action, if legal actions, if required.
- kk) Take enforcement action, when necessary, to ensure compliance with airworthiness requirements.
- ll) Maintenance of records pertaining to all activities.
- mm) Maintaining fees records for various services rendered to organizations/ personnel.
- nn) Attending VVIP movements, Airport Coordination Committee Meetings, Bomb Threat Assessment Committee Meetings and Security Committee Meetings etc. at respective airports.



D. AIRCRAFT OPERATIONS

Flight Standards Directorate

The Flight Standards Directorate in the DGCA has been entrusted with the responsibilities of certification of air operators, designee oversight and PEL support. The Directorate has establishment at the DGCA Hqrs New Delhi supported by the regional office at Mumbai. The functions and responsibilities of Flight Standards Directorate are as follows:

A. Air Operator Certificate - Issuance and management (surveillance and inspection activities)

1. Provide technical support in flight operations to Air Operator Certification Bureau (AOCMB) for the issuance of an air operator certificate.
2. Carry out surveillance and inspection activities for the management of an AOC.

B. Designee oversight

1. Carry out authorization of Instructors and Line Training Captains (LTCS)
2. Carry out appointment of examiners and their oversight

C. PEL support

1. Carry out flight crew proficiency and competency checks
2. ATOs/ TRTOs (Approval and management) - Carry out all approval issuance and management tasks related to ATO/ TRTOs.
3. Reviewing, processing and recording of applications for issuance of approval for flight despatchers

D. Approval of Flight Simulation Devices

E. Surveillance of Air Operators, Training Organisations and Designees

1. Prepare annual surveillance programme
2. Carry out surveillance of Air Operators/ ATOs/ TRTOs/ Designees as per ASP
3. Carry out random inspections
4. Follow up action on surveillance reports

F. Other

1. Preparation of changes to regulations to include ICAO Annex amendments;
2. Reply on parliamentary matters/ VIP references/ RTI.



E. AIR OPERATOR CERTIFICATION AND MANAGEMENT

Air Transport Directorate

Air Transport Directorate has following major functions:

1. Issue/renewal and endorsement of Air Operators Certificate/ Permit and other issues related to the issuance of permission for import/acquisition of aircraft, endorsement/deletion of the aircraft on the Operator's Certificate/ Permit.
2. Issuance of flight clearances to foreign registered aircrafts including VIPs/tourist charter flights under ITP/cargo flights/ambulance flights, which are overflying/landing/technical landing to/across India. Issues flight clearances to Indian registered aircraft also operating outside the country for revenue/nonrevenue purposes and clearances for the Ballooning flights;
3. Collection and compilation of data on passenger and freight traffic from AOP holders including uploading of the data on DGCA web site and submission of statistical information to ICAO;
4. Approval of the domestic flight schedules (winter/summer) along with monitoring of flight movements and their load factor.

In order to discharge the above functions the directorate has been divided into two parts.

1. Air Transport-1(AT-1), looks after the function as stated at serial no 1 & 2.
2. Air Transport-2(AT-2), looks after the function as stated at serial no 3.

Note: Air Transport Division (AED), looks after the function as stated at serial no 4.

AIR TRANSPORT – 1 (AT1).

The functions of Air Transport – 1 Section include:

1. Issue/ amendment of an Air Operator's Permit – The Section is responsible for initiating the 5-phase process and the final issuance of an Air Operator's Permit (AOP) as per process laid down in CAP 3100.
2. Issue of NOC for import/acquisition of aircraft/helicopter.
3. Renewal of the Air Operator's Permit
4. Issuance of flight clearances to foreign registered aircrafts including VIPs/tourist charter flights under ITP/cargo flights/ambulance flights, which are overflying/landing/ technical landing to/ across India. Issuance of flight clearances to Indian registered aircraft also operating outside the country for revenue/ non-revenue purposes and clearances for the Ballooning flights.

AIR TRANSPORT – 2 (AT2)

1. Collection and compilation of data on passenger and freight traffic from scheduled operators both domestic and international airlines, on scheduled operator and airports.



2. Uploading monthly data on traffic from the scheduled airlines on the DGCA website.
3. Uploading annually data from all operators including traffic statistics, financial data, fleet statistics and personal statistics.
4. Submission of statistical information to ICAO.



Air Operator Certification and Management Bureau

1. The Air Operator Certification and Management Bureau (AOCMB) in DGCA covers the functions relating ICAO Annex 6 (*Operations of Aircraft*) and to a limited extent Annexes 8 (*Airworthiness*) and 1 (*Personnel Licensing*).

2. The AOCMB is headed by the Joint Director General of Civil Aviation and supported by Chief Flight Operations Inspector (CFOI) in Flight Standards Directorate, Director of Airworthiness in Airworthiness Directorate, Director of Air Transport in Air Transport Directorate and encompasses the flight operations inspectors, airworthiness inspectors, cabin safety inspectors and dangerous goods inspectors involved in the certification and management of an AOC.

4. The functions of the (AOCMB) include:

- Issuance of Air Operator Certificate for various types of organizations
- Management (surveillance and inspection activities) of AOC

5. The responsibility for the above functions is spread across commercial, general aviation/ business aviation and helicopter operations.

Note: 'Organisation' herein means air transport operators (Scheduled and Non-scheduled), and Approved training organizations (for type-rating of pilots).

6. **Certificate issuance and management:**

A) **Air Operator Certificate (AOC) Team:**

Composition: Flight operations, airworthiness, cabin safety, and dangerous goods inspectors (and other personnel as appropriate), headed by a Project Manager.

Functions:

- 1) To manage the certificate of one or more scheduled or non-scheduled operators.
- 2) Conduct certification, surveillance, and inspection activities related to its assigned air operator(s).

Note: The number of operators assigned to a team will be based on the size and complexity of the operators.

7. **Role of Inspectors in AOCMB**

7.1 **Flight Operations Inspectors:**

1. To carry out functions assigned in accordance with CAP 3100/ CAP 3300/CAP 3400 and CAP 8200 for certification of an Air Operator;



2. To carry out related functions in accordance with CAP 3100/CAP 3300/CAP 3400 and CAP 8200 for continuous management of the AOC for the assigned Air Operator(s);
3. To carry out surveillance of assigned Air Operator as per the laid down surveillance plan.

7.2 Airworthiness Inspectors:

1. To carry out functions assigned in accordance with CAP 3100/ CAP 3300/ CAP 3400 and APM for certification of an Air Operator;
 2. To carry out related functions for continuous management of the AOC in accordance with CAP 3100/ CAP 3300/ CAP 3400 and APM for the assigned Air Operator(s);
 3. To carry out surveillance of assigned Air Operator as per the laid down surveillance plan.

7.3 Cabin Safety Inspectors:

1. To carry out functions assigned in accordance with CAP 3100/ CAP 3300/CAP 3400 and CAP 8400 for certification of an Air Operator;
2. To carry out related functions for continuous management of the AOC in accordance with CAP 3100/ CAP 3300/CAP 3400 and CAP 8400 for the assigned Air Operator(s);
3. To carry out surveillance of assigned Air Operator as per the laid down surveillance plan.

7.4 Dangerous Goods Inspectors:

1. To carry out functions assigned in accordance with CAP 3100/ CAP 3300/CAP 3400 and Dangerous Goods Inspector's Manual for certification of an Air Operator;
2. To carry out related functions for continuous management of the AOC for the assigned Air Operator(s) accordance with CAP 3100/ CAP 3300/CAP 3400 and Dangerous Goods Inspector's Manual;
3. To carry out surveillance of assigned Air Operator as per the laid down surveillance plan.

8. Role of other officers in AOCMB

8.1 Director (Operations), FSD

1. Administration of AOCMB;
2. To plan training of inspectors (Flight Operations, Airworthiness, Cabin Safety and Dangerous Goods Inspectors) in coordination with DAW (AOCMB), Dir(I&R) and CFI;
3. Coordinate activities pertaining to the functioning of AOCMB with AT directorate.

8.2 Deputy Director (Operations), FSD

1. Administration of AOCMB;
2. Development of surveillance plan;
3. Coordinate activities pertaining to functioning of AOCMB with AT directorate;



4. Any other duty or function as assigned by Director (Operations)/CFOI.

8.3 Assistant Director (Operations), FSD

1. Development of surveillance plan;
2. Follow up action on surveillance reports of air operators;
3. Maintain certification folders of operators;
4. Maintain record of training of all inspectors/ officers in AOCMB as per laid down policy.

8.4 Director (Airworthiness) – Headquarters

In addition to his/ her role as an Airworthiness Inspector, DAW(Hdqrs.) has the following functions:

1. Supervise and exercise administrative control of Airworthiness Inspectors in AOCMB;
2. To plan training of Airworthiness Inspectors in AOCMB with Dir(Ops), FSD;
3. Ensure coordination of activities in AOCMB with project manager;
4. Development of surveillance plan in coordination with Dy. Dir (Ops), FSD;
5. Follow up action on surveillance reports of air operators on airworthiness matters;

8.5 Deputy Director (Airworthiness) – Headquarters

In addition to his/ her role as an Airworthiness Inspector, DDAW(Hdqrs.) , shall assist DAW(Hdqrs.):

1. Supervise and exercise administrative control of Airworthiness Inspectors in AOCMB;
2. Ensure coordination of activities in AOCMB with project manager;
3. Development of surveillance plan;
4. Follow up action on surveillance reports of air operators on airworthiness matters.

8.6 Assistant Director (Airworthiness) – Headquarters

In addition to his/ her role as an Airworthiness Inspector, ADAW(Hdqrs.), shall assist DAW(Hdqrs.):

1. Development of Surveillance plan;
2. Follow up action on surveillance reports of air operators;
3. Ensure maintenance of certification folders on Airworthiness Aspects along with Assistant Director (FSD);
4. Maintain record of training of all Airworthiness inspectors/ officers in AOCMB as per laid down policy.

8.6 Airworthiness Officers at Headquarters / Operations Officers of FSD at Headquarters

The Operations Officers, FSD and Airworthiness Officer (Hdqs.) shall assist Asst. Director (Operations/ Airworthiness) in maintaining:



1. Certification records for Air Operators;
2. All other records relating to functioning of AOCMB;
3. Training records of airworthiness inspectors/ flight operations inspectors;
4. Record of Surveillance and follow-up.

8.7 Director (Information and Regulation)

1. Supervise and exercise administrative control of Dangerous Goods Inspectors in AOCMB;
2. To plan training of Dangerous Goods Inspectors in AOCMB with Dir(Ops), FSD;
3. Ensure coordination of activities in AOCMB with project manager;
4. Ensure maintenance of certification folders on Dangerous Goods aspects in AOCMB;
5. Development of surveillance plan in coordination with Dy.Dir(Ops), FSD;
6. Follow up action on surveillance reports of air operators on dangerous goods matters.

8.8 Director (Air Safety)

1. Supervise and exercise administrative control of Air Safety Officers in AOCMB;
2. Ensure coordination of activities in AOCMB with project manager;
3. Ensure acceptance of SMS in coordination with FSD and Airworthiness;
4. Ensure maintenance of certification folders on FSDS and SMS aspects in AOCMB;
5. Development of surveillance plan on SMS in coordination with Dy.Dir(Ops), FSD and DAW(Headquarters);
6. Follow up action on surveillance reports of air operators on SMS and FSDS matters.

8.9 Director (Air Transport)

1. Responsible for Phase 1 (Initial Application), Phase 2 (Formal Application) and Phase 5 (Certification) of the AOC process.
2. Supervise nominations of inspectors (flight operations, airworthiness, Cabin Safety and Dangerous Goods or any other discipline, as required) from AOCMB, for the formation of the AOC team.
3. Ensure coordination of activities in AOCMB with project manager during Phases 1, 2 and 5;
4. Supervise issuance of AOC/ Ops Specs in coordination with CFI.

8.10 Deputy Director/ Assistant Director (Air Transport)

1. Responsible for Phase 1 (Initial Application), Phase 2 (Formal Application) and Phase 5 (Certification) of the AOC process.
2. Supervise nominations of inspectors (flight operations, airworthiness, Cabin Safety and Dangerous Goods or any other discipline, as required) from AOCMB, for the formation of the AOC team.
3. Ensure coordination of activities in AOCMB with project manager during Phases 1, 2 and 5;
4. Process issuance of AOC/ Ops Specs.



F. FLYING TRAINING

Directorate of Flying Training

1. Approval of flying training organization
2. Renewal of Flying Training Organisation
3. Permission for import/acquisition of aircraft
4. Approval of Chief Flying Instructor / Flying Instructor Incharge
5. Approval of Chief Ground Instructor
6. Conduction of Examination (Oral) for Asst. Flight Instructor / Flight Instructor rating



G. AERODROMES AND GROUND AIDS

Aerodrome Standards Directorate

The Aerodrome Standards Directorate in the DGCA has been entrusted with the responsibilities of licensing of aerodromes in accordance with the Part XI of the Aircraft Rules 1937. The Directorate has establishment at the DGCA Hqrs New Delhi supported by the four regional offices at Delhi, Mumbai, Kolkata and Chennai. The functions and responsibilities of Aerodrome Directorate are as follows:

A. Aerodrome Licensing

1. Licensing and renewal of aerodromes licenses under Part XI of the Aircraft Rules, 1937.
2. Inspection of aerodromes to verify infrastructure, services, procedures and documentation as required under CAR Section 4 Series B Pt I/II, Advisory Circular and recommended practices and as mentioned in aerodrome manual.
3. Develop and issue orders, rules, advisory circulars and guidance material relating to aerodrome standards and practices.
4. Reviewing plans and designs for new aerodromes or the further development of, or modification to, existing aerodromes, submitted to the DGCA for approval, to ensure that the requirements of DGCA and ICAO are complied with.
5. Review the factors requiring the amendment of an aerodrome license and issue the required amendments.
6. Notification to AIS for publication in AIP.
7. Coordination with other directorates of DGCA on the related matters.

B. Regulation of works at airports:

8. Regulation of airside works to ensure safe guarding of aerodrome and aircraft operations.

C. Surveillance Inspection and safety oversight of Aerodromes

9. Carry out surveillance inspection and safety oversight of Aerodromes as per Annual Surveillance programme to ascertain that the conditions as mentioned in the aerodrome license under para 83 of Part XI of the aircraft Rules 1937 are complied with.

D. Compliance and enforcement

10. The holder of an aerodrome license shall not contravene or cause or permit to be contravened any conditions of the aerodrome license. The licensee is required to maintain an aerodrome in a fit state to the satisfaction of DGCA during the whole period of currency of the license. If it is observed that aerodrome licensee is not complying with the conditions of the license or not adhering to the laid down standards, DoAS shall give adequate opportunity to the licensee to comply with the Regulations and Standards.



11. If DoAS is satisfied that the licensee is not taking enough corrective measures for compliance with the conditions of the aerodrome license he/she shall recommend to Jt. DG/DG for appropriate action against the licensee.

E. Any other work assigned by Director General

REGIONAL OFFICES FUNCTIONS AND ITS COORDINATION WITH HQRS.:

Regional Aerodrome standard offices are located at Delhi, Mumbai, Kolkata and Chennai. These offices are headed by Director/Deputy Director (Aerodrome Standards). All regional heads of Aerodrome Standards report directly to DoAS. Regional Aerodrome Standard offices shall perform following functions:

1. Process the application and documents; inspect aerodromes for the purpose of aerodrome licensing.
2. To carry out site inspection of aerodrome for the purpose of commissioning of facilities.
3. Carry out surveillance inspection of Aerodromes as per surveillance inspection programme decided by head quarters.
4. Participate in the safety audit and contingency exercises of Aerodrome operators.
5. Report to Hqrs regarding issues related to aerodrome licensing within their region.
6. Any other job assigned by Hqrs

COORDINATION OF REGIONAL AERODROME STANDARD OFFICES WITH HQRS.

1. Regional Offices shall coordinate with Hqrs. on all matters related to aerodromes licensing/renewal and aerodrome safeguarding and report to Director /DDG (Aero.-Stds.) Hqrs.
2. Forward the reports of aerodrome inspections carried out for the purpose of aerodrome licensing and oversight safety.
3. Coordination meeting between regional Aerodrome Standard Offices and Aerodrome Standards Hqrs. will be held every 6 months. During this meeting all the technical and financial/administrative issues will be discussed pertaining to their region.



H. AIR NAVIGATION SERVICES

Directorate of Airspace and Air Navigation Services Standards

In order to improve aviation safety, ICAO and the DGCA collaborated to establish Air Navigation Services regulatory and safety oversight capability in respect of ATM, MET, CNS, SAR, PANS-OPS and AIS. Based on the deficiencies identified in the ICAO USOAP Audit of 2006, the project focused on legislation, ANS safety oversight regulations, policies and procedures, DGCA staffing with sufficient qualified and experienced personnel, development of an ATS safety program, approval of policies, procedures, and programs for determining staffing requirements, review/development of AAI's ANS document management process and MET safety oversight program.

Airports Authority of India has been entrusted with the job of providing Air Traffic Management i.e. Air Traffic Services & Air Traffic Flow Management services in India. The ATM services within entire Indian airspace over continental and oceanic areas, with the exception of certain military areas, state, military and private aerodromes, are provided by AAI. The total area of Indian airspace is 2.8 Million Square NM, out of these 1.7 Million Square NM is oceanic and rest 1.1 Million square NM is continental. It is the responsibility of Directorate of Airspace & ANS, DGCA to regulate these activities of ATM.

Aeronautical information/data is provided by Aeronautical Information Services Department of Airports Authority of India, through Integrated Aeronautical Information Package consisting of Aeronautical Information Publication (AIP), AIP Amendments, AIP Supplements, NOTAM and Pre-flight Information Bulletins (PIB). Aeronautical Information Circulars (AICs) are published and distributed by Directorate General of Civil Aviation (DGCA). The Integrated Aeronautical Information Package constitutes fundamental tool for Aviation Industry, as the data so published is utilized by Airlines, General Aircraft Operators, ATS Personnel, Aviation Service Providers, etc.

The aeronautical data, so published, is immensely utilized by Aviation Services Providers as the aeronautical data has grown sensitive and earned more significant importance with technological developments with regard to sophisticated computer based air navigation systems, such as Flight Management System (FMS). The provision of Aeronautical Information Services in India is in conformity with the promulgated standards and recommended practices of ICAO.

The Search & Rescue service in India is organized in accordance with the Standards and Recommended Practices of ICAO Annex 12. The Airports Authority of India is responsible for maintenance and operation of the aeronautical rescue coordination centres however the actual search and rescue operations and search and rescue facilities are provided by the Ministry of Defence, Coast Guard, Central Government and State Governments. The Ministry of Defence has the responsibility for making the necessary facilities available. The Search & Rescue service is responsible for entire Indian Territory including territorial waters as well as airspace over high-seas encompassed by Chennai, Kolkata and Mumbai FIRs.

GENERAL:



1. Issue of Civil Aviation Requirements (CARs) in the field of ANS i.e. ATM, CNS, MET, AIS, Aeronautical Charts & SAR in order to meet the provision of Article 28 of the Convention on International Civil Aviation.
2. Revision to the CARs in the field of ANS i.e. ATM, CNS, MET, AIS, Aeronautical Charts & SAR in order to meet the provision of Article 37 of the Convention on International Civil Aviation adopt and amend from time to time.
3. To ensure proper implementation of CARs, related documents, manuals and directives issued by DGCA.
4. To prepare procedure manual for the safety oversight of the ANSP in the field of Airspace, ATM, CNS, MET, PANS-OPS, AIS, Aeronautical Charts & SAR in order to ensure safety of aircraft operations.
5. To prepare inspectors' handbook/checklist and specify the guidelines to the Inspectors for the job to be carried out in a standardized manner.
6. To prepare Inspection schedule for inspection in the field of ANS i.e. ATM, CNS, MET, PANS-OPS, AIS, Aeronautical Charts & SAR.
7. To develop training program for inspectors.
8. Oversee analytical assessments of the relationship between separation standards, emerging technological concepts and new procedures, developed by ANS service providers, for use in developing future airspace separation minima.
9. To participate in ICAO Regional meetings on ANS matters.

AIRSPACE:

1. Matters relating to Air Space Management, including airspace design, planning and procedures.
2. Approval of ATS route structure, realignment of existing ATS routes and airspace in consultation with ANS provider, user airlines and international bodies such as IATA and ICAO.
3. Approval of control zones and control areas and changes to existing ones.
4. Coordination with military authorities on air space planning issues – Flexible use of air space.

ATM:

1. Approval of new ATS concepts, systems and procedures and inter-discipline coordination.
2. Coordination for development of new airports and heliports, Flying Training Institutes etc.
3. Ensuring efficient and safe operation of ATS units as per approved policies, standards and procedures.



4. To prepare Inspection schedule for inspection of ATM facilities at all Civil Airports.
7. To inspect the performance of ATM facilities at airports as per approved schedule.
 - a. Surveillance of services and procedures of service provider.
 - b. Approval and surveillance of service provider training program.
8. To prepare inspection report and highlight the deficiencies pertaining to risk and safety hazards, if any, and review the mitigation plan as received from service provider.
9. To assist service provider in preparing the remedial/corrective action plan and follow up its progress.
10. Coordination with AAI on operational issues
11. Analysing the staffing needs to keep the controller workforce sufficiently staffed, based

on controller workload created by air traffic, encompassing both commercial non-commercial and military activity and issuing suitable recommendations to the ANS service provider on the requirement of additional Air Traffic Controllers.
12. Surveillance of ATS Procedures for uniform application
13. Approval of ATM separation standards and provisions
14. Dealing with matters related to VVIP and VIP movements.
15. Parliament questions and Committees.
16. Dealing with matters related to Cartography and Aeronautical charts.
17. Dealing with Issues of noise abatement procedures.

SMS in ATM

1. Implementation and overseeing of ATM Safety Management Program.

CNS:

1. Surveillance inspection of following CNS/ATM facilities provided by AAI at all airports and civil enclaves and standalone stations in India.
 1. DVOR
 2. DME
 3. ILS
 4. VHF
 5. HF



6. VHF/HF data link
7. VCCS
8. DVTR
9. AMSS
10. ATM/ ATS message handling system
11. DATIS/ ATIS
12. GPS clock
13. NDB
14. Markers
15. ASR
16. MSSR
17. ARSR
18. ASMGCS
19. ADSB/C & WAM ADS-B
20. SBAS (GAGAN)
21. GBAS
22. ATS Automation System
23. ASBS

2. To associate with the various phases of development of emerging technologies in India at concept, implementation stages and represent DGCA at different levels.
3. To prepare Inspection schedule for inspection of CNS facilities at all airports and civil enclaves and standalone stations in India.
4. To inspect the performance of CNS facilities at airports as per approved schedule.
 - a. Surveillance of services and procedures of service provider.
 - b. Approval and surveillance of service provider training program.
5. To prepare inspection report and highlight the deficiencies pertaining to risk and safety hazards, if any, and review the mitigation plan as received from service provider.
6. To assist service provider in preparing the remedial/corrective action plan and follow up its progress.
7. To inspect and verify training and duty record of technical personnel on sample basis.



AIS/AERONAUTICAL CHARTS:

1. To prepare Inspection schedule to inspect Aeronautical Maps & Charts Division at AAI CHQ.
2. To prepare inspection report and highlight the deficiencies, if any, and propose the corrective action plan.
3. To participate in ICAO Regional meetings on AIS matters.
4. To develop training program for inspectors.
5. To prepare Inspection schedule to inspect AIS Division at AAI CHQ, International NOTAM Offices (NOFs) and other Aerodromes concerning AIS matters.

PANS-OPS

1. Issue the guidelines on the process of development, designing, validation and promulgation of instrument approach procedures at civil airports in India.
2. Examine the draft procedures forwarded by AAI to ensure that:
 - i. criteria in respect of designing has been complied as per requirement of ICAO Doc 8168 Vol. II and other related documents.
 - ii. Instrument approach chart has been prepared as requirement of ICAO Annex 4.
3. Issue approval of conventional instrument approach procedures for flight trials
4. Liaise with airlines for carrying out of flight trials. If required, conduct the meetings with Operators.
5. Examine the flight trial reports forwarded by operators.
6. Issue the approval to AAI for promulgation of procedures after ensuring the Satisfactory flight trial reports
7. Issue approval for promulgation of conventional Standard Instrument Departures (SIDs), Standard Instrument Arrival (STARs) forwarded by AAI.
8. Examine the following PBN procedures when forwarded by AAI:



- RNAV(GNSS) LNAV, LNAV/VNAV, LPV(GAGAN),
 - RNAV Standard Instrument Departures (SIDs)
 - RNAV Standard Instrument Arrival (STARs)
9. Issue approval of promulgation to AAI of all PBN procedures after ensuring compliance with ICAO Documents (Doc 8168 Vol. II, Doc 9613 etc.)
10. Approval of RNP-AR instrument approach procedures
11. To ensure that procedures are reviewed periodically by service provider (AAI) as provided in the Guidelines issued by DGCA (para 1).
12. Oversight of service provider(AAI) at least once a year to ensure that
- i. Procedures are developed as per criteria specified as per ICAO DOC 8168 Vol. II
 - ii. AAI has sufficient no. of procedure designers,
 - iii. All records regarding the procedure design and procedure designers are maintained satisfactorily
13. To prepare inspection report and highlight the deficiencies, if any, and propose the corrective action plan.
14. To assist service provider in preparing the remedial /corrective action plan and follow up its progress.
15. To prepare inspection report and highlight the deficiencies, if any, and propose the corrective action plan.
16. To assist service provider in preparing the remedial /corrective action plan and follow up its progress.
17. Approval of RNP-AR instrument approach procedures.
18. Approval of updates on instrument approach procedure DA (H)/OCA (H) and Aerodrome Operating Minima.
19. Implementation of Cat II & III ILS.

SEARCH & RESCUE

1. To amend the DGCA CAR from time to time to ensure compliance with ICAO Annex on the subject and / or issue any other directions, if required.
2. To file differences with ICAO, if required.



3. To develop and amend Inspector Handbook / Checklist necessary for inspection.
4. To formulate and implement SAR Safety Audit Program.
5. Prepare safety oversight inspection schedule to inspect SAR Division at ATS / SAR service provider HQrs. and RCCs.
6. To carry out safety oversight inspection and surveillance of ATS / SAR service provider and RCCs to ensure the proper compliance / implementation of CAR, ICAO Annexes'. Concerned manuals, documents, rules, regulations & directives of DGCA as per the approved program of the ANS Directorate.
7. To prepare inspection report and highlight the deficiency, if any for appropriate remedial action by the concerned agency.
8. To ensure flight safety, issue immediate directives to the ATS / SAR providers, if there are any issues requiring immediate and urgent action.
9. To coordinate with the concerned ATS / SAR providers to amend SAR related documents for incorporating changes in ICAO Standards & Recommended Practices and / or amendments in DGCA CAR or any other directions.
10. To participate in any in-house and abroad workshops and seminars etc. related to SAR matters.
11. To develop training program for inspectors.
12. To review SAR manual, SAR plan and other documents including amendments received from ATS / SAR providers and submit for approval.

MET

1. Regulate the provisions and disseminations of Civil Aviation Requirement (CAR) in India in accordance with ICAO Annex 3 and any other requirement deemed appropriate.
2. To amend the DGCA CAR from time to time to ensure compliance with ICAO Annex on Meteorology (Annex 3).
3. Regulate the Aeronautical Meteorological services provider's compliance with the directions issued from time to time.
4. Preparation of Annual surveillance programme for Met facilities at the civil airports in India.



5. To develop and amend MET Inspectors Handbook.
6. Periodic inspections and surveillance of the aviation MET stations to ensure that the performance and maintenance of the MET services and / or equipment is in accordance with the stipulated regulations.
7. Review of inspections and surveillance of the aviation MET stations and highlight the deficiency, if any for appropriate remedial action by the concerned authority.
8. To deal with the matters related to aviation meteorology.
9. Update of ICAO documents, adoption, amendments of proposed Standards and Recommended Practices (SARPs) of ICAO Annex 3. Thereafter amendments are to be incorporated in the CAR.
10. To coordinate with the meteorological service provider to amend MET related documents for incorporating changes in ICAO SARPs and / or amendments in DGCA Car or any other documents.
11. To develop training programme for MET inspector.
12. To monitor the performance of the Aeronautical Meteorological services at civil airports in India.
13. To provide meteorology inputs from India to ICAO meteorological policy, standards and recommended practices development and future systems planning.
14. To provide assistance & contribution of India at international aviation meteorology.



I. INVESTIGATION AND PREVENTION

Air Safety Directorate

1. Investigation of Civil Registered Aircraft Incidents:

1.1 Under Rule 13 of Aircraft (Investigation of Accidents and Incidents) Rules 2012 the serious incidents to aircraft with AUW up to 2250kg and to aircrafts other than turbojet engine aircrafts are investigated by the inquiry officer from Air Safety Directorate. Notification of the occurrence is forwarded to the concerned State i.e State of Manufacture, State of Design, State of registry, State of Operator in accordance with the Aircraft Rules 2012 and ICAO Annex 13. Draft report is forwarded for the comments to states that participated in the investigation. After the completion of the inquiry and acceptance of the report by the central government it is put on the website of the DGCA and forwarded to concerned states in accordance with ICAO Annex 13.

1.2 A significant occurrence is intimated to the MOCA, in addition if on the basis of the initial notification/preliminary investigation an occurrence falls in the category of serious incident/accident, it is intimated to AAIB.

1.3 Under Rule 13 of Aircraft (Investigation of Accidents and Incidents) Rules 2012 the incidents are investigated by the inquiry officer from Air Safety Directorate.

1.4 Incidents other than para 1.1 and 1.3 are investigated by Permanent Investigation board of the Airlines under supervision of officer of the Regional Air Safety Offices.

2. Accident/Incident Prevention work:

In addition to investigation work, Air Safety Directorate shall perform the following Accident/ Incident prevention programme:-

2.1 To carry out the Regulatory audit of airlines/operators.

2.2 To carry out surveillance inspection of airlines/operators e.g., preflight medical check of crew, ramp inspection, load and trim check, FDTL etc.

2.3 To issue Civil Aviation Requirements, Air Safety Circulars, publication of annual accident summary etc.

2.4 To carry out spot checks, night inspection of airlines/operators and any aviation related agencies.

2.5 To monitor implementation of recommendations made by various courts, committees pertinent to DGCA.

2.6 To monitor action taken reports on Regulatory audits carried out on airlines and aviation agencies.



2.7 To maintain the occurrence data and analysis of the data.

2.8 To coordinate implementation of measures to prevent Wildlife (bird/ animal) Strikes to aircraft at all airports. Coordinate for organizing NBCC meetings.

2.9 To coordinate with the ICAO and other aviation agencies concerning safety.

2.10 To coordinate with the Ministry of Civil Aviation on various Technical issues including parliament matters.

2.11 To organize safety seminars/training courses.

3. SSP and SMS implementation work:

SSP/SMS Division has been formed in DGCA, Safety Accountabilities and responsibilities have been incorporated in SSP India document which is also placed on DGCA website.

Functions and responsibility of Air Safety Directorate are as follows:

3.1 Coordinate the functioning of SSP/SMS division.

3.2 Carryout all the activities on behalf of the DGCA for the Implementation of SSP

3.3 Coordinate for organizing Steering Committee meeting.

3.4 Acceptance of SMS Manual, Phase wise implementation of SMS and SPI's of the operators in coordination with other Directorates

3.5 Oversight of the implementation of the SMS by the operators.

3.6 To issue Civil Aviation Requirements and SSP/SMS Division circulars

3.7 Acceptance of FSDS Manual of Operators.

4. Approval of Flight Safety Organisation and Personnel:

4.1 Approval of Flight safety manual.

4.2 Approval of Flight Safety Organisation.

4.3 Approval of Chief and Deputy Chief of Flight Safety of the organization.

6. Regional Air Safety Offices:

Air Safety offices are located at Delhi, Mumbai, Hyderabad, Kolkata and Chennai. The Delhi, Mumbai, Kolkata and Chennai offices are headed by Director Air Safety and



Hyderabad office is headed by Controller of Air Safety. All regional heads of Air Safety report directly to Director Air Safety HQ/DDG (Air Safety). A Regional Head of Air Safety Office is responsible for effective functioning of his office. He should distribute the works pertaining to his office among his officers based on their qualification, knowledge, experience, training and expertise in the specific areas etc.

Regional Air Safety offices shall perform following functions:

- a. To carry out the investigation of incidents occurring to operators/airlines in their region.
 - b. Preservation of evidences in case of accidents/ Serious Incident till the arrival of representative of AAIB.
 - c. To carry out the investigation of Ground incidents.
 - d. To carry out the investigation of Air Miss/Air Prox/ATC violations.
 - e. Participate in the Airport operational area inspection, Airport security meeting, Airfield Environment Management Committee, Regional operator Committee meetings.
2. Monitoring of incidents of operators/airlines.
 3. CVR/DFDR monitoring.
 4. ATC Tape monitoring.
 5. To carry out the airport inspections (Surveillance/ Audit).
 6. To carry out surveillance inspection of airlines/operators e.g., preflight medical check of crew, ramp inspection, load and trim check, FDTL etc.
 7. To carry out night inspections and spot checks.
 8. To participate in the regulatory audit of airlines/operators.
 9. To report all occurrences in their region.
 10. To submit Safety data on routine basis.

7. Coordination of Regional Air Safety Offices with Air Safety Directorate (HQ).

1. Regional Offices shall coordinate with Air Safety Directorate (HQ) on all safety matters and report all occurrences to DAS/DDG (Air Safety) on daily basis by



telephone/fax/E-Mail. In addition they will report all occurrences to AAIB by mail on daily basis.

2. To forward headquarter every month the surveillance /accident prevention work carried out.
3. Coordination meeting between regional Air Safety offices and Air Safety Directorate (HQ) will be held once in a year. During this meeting all the technical and financial/administrative issues will be discussed pertaining to their region.



J. LEGAL AFFAIR

Directorate of Information and Regulation

- i) Participation in the bilateral air talks for negotiating and reviewing the Air Services Agreement with foreign countries.
- ii) Advising the Government on matters relating to bilateral Air Services Agreement and on international air transport in general.
- iii) Grant of Operating Authorisations to foreign airline under the bilateral Air Services Agreement.
- iv) Approval of Summer/Winter Schedules of foreign airlines operating to India
- v) Participation in the meetings of the ICAO Legal Committee and Air Law Conferences etc.
- vi) Formulation of recommendation with regard to ratification/accession of the International Conventions on Civil Aviation.
- vii) Co-ordination of the work relating to International Civil Aviation Organisation (ICAO), including amendments to Annexes to the Chicago Convention.
- viii) Amendment of the Aircraft Act, Aircraft Rules and the Aircraft (Carriage of Dangerous Goods) Rules.
- ix) To advise other Directorates on legal matters with particular reference to aviation law and International Conventions etc.
- x) Compilation of the material for inclusion in the Annual Report of the Ministry of Civil Aviation.
- xi) Grant of permission for carriage of arms and ammunitions by air.
- xii) Approval of Dangerous Goods Training Programmes.
- xiii) Grant of permission for ground photography at aerodrome and aerial photography in India.



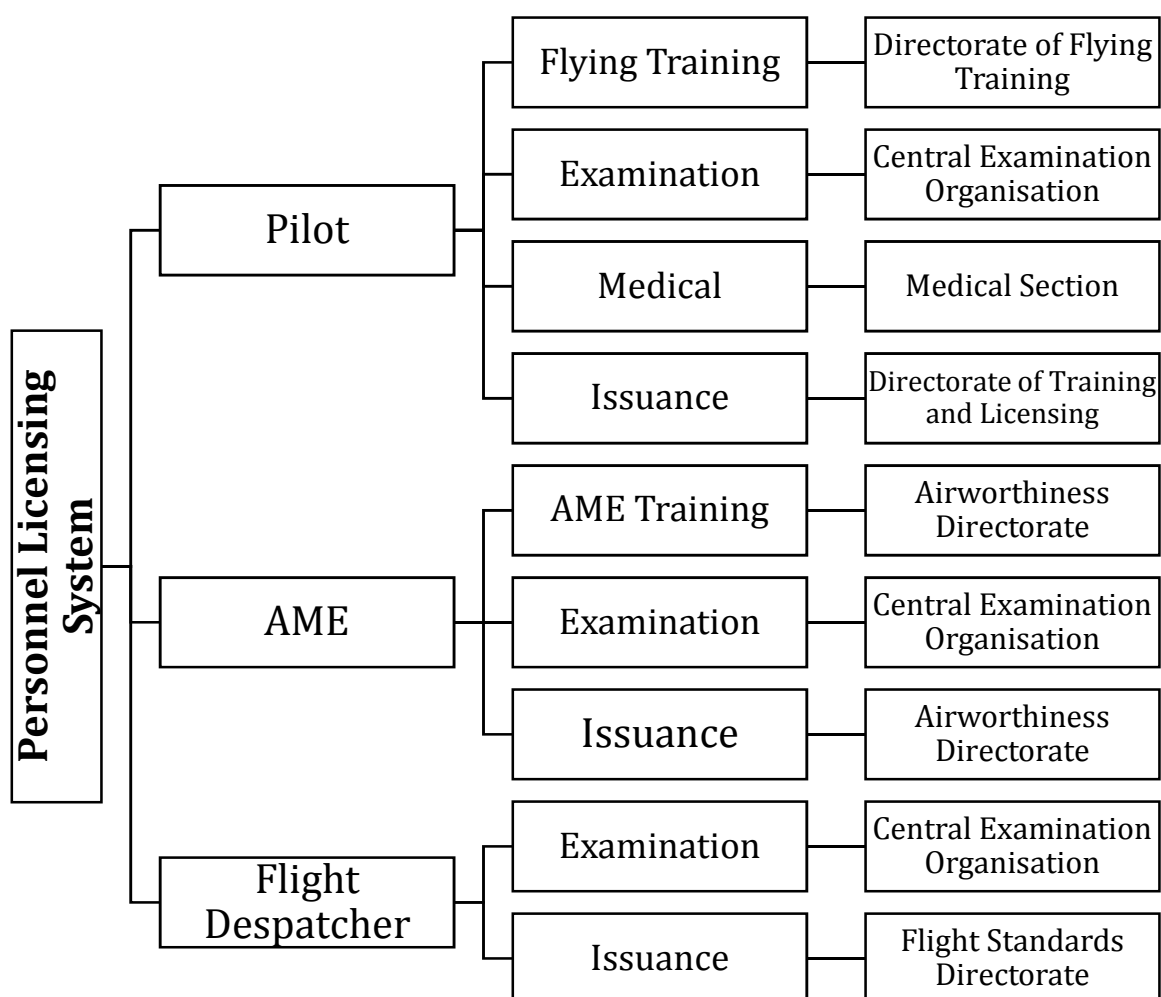
- xiv) Recommendation to MHA for grant of visa to employees of foreign airlines.
- xv) Management of the Aeronautical Information Services (AIS).
- xvi) Grant of exemptions/approvals related to Dangerous Goods.
- xvii) Grant Approval to an operator to carry Dangerous Goods by Air.
- xviii) Review and Inspection of dangerous goods procedures for all air operators.
- xix) Inspection of shippers and handling companies related to dangerous goods.
- xx) Certification of General aviation operations by approving Dangerous Good Training programme in ops manual.
- xxi) To file differences from Annex 18 and ICAO Technical Instructions as per ICAO guidelines.



K. PERSONNEL LICENSING

DGCA Personnel Licensing System

DGCA issues licenses to Pilots and Aircraft Maintenance Engineers and approvals to flight despatchers. DGCA has allocated licensing responsibilities to the Training and Licensing Directorate, Airworthiness Directorate and Flight Standards Directorate within the DGCA for the issuance of these licenses/ approvals and does not have a dedicated Licensing Section. The DGCA Personnel licensing system involves the following Directorates/ Section of DGCA:





Directorate of Training and Licensing

Licensing-I Section:

1. Policy pertaining to renewal of licenses of aircrew personnel.
2. Renewal of all aircrew licenses including disposal of general enquiries pertaining to renewals.
3. Grant of extension of aircraft rating to include additional types of aeroplanes, open rating, Night Rating etc. and Pilot-in-Command endorsement on various type of aircraft.
4. Cases relating to accidents and infringement of rules by licensed aircrew personnel and disciplinary action against them.
5. Parliamentary question and matters pertaining to unemployed aircrew personnel.
6. Budget and accounts including Advance Deposit account. Maintenance of Advance Deposit and Revenue registers.
7. Maintenance of cards of aircrew personnel and personnel returns received from different airlines operators.
8. Proficiency checks, their checking and posting.
9. Posting of type endorsements and renewal intimations of aircrew licenses received from the Regional Directors, Calcutta/ Bombay / New Delhi/ Madras.
10. Maintenance of Registers for various types of licenses giving records of renewals of aircrew licenses.
11. Maintenance of registers for type rating, PIC endorsements, and infringement of Rules/ Accidents etc. 12. Endorsement of medical restrictions on licenses and R/cards.
13. Compliance of material for six monthly and yearly progress reports of Civil Aviation.
14. Compliance of History of Pilots consequent upon accident.
15. Checking of Log Books with a view to detecting infringement of Rule 42A of Indian Aircraft Rules, 1937.
16. Amendment to Indian Aircraft Rules, 1937.
17. VVIP flights – Proficiency checks of flight crew.

**Licensing-II Section:**

1. Issue of aircrew licenses/ratings of the categories shown below including disposal of general of particular enquiries pertaining to issue of license:
 - (a) Student Pilot's License (Aeroplanes, Helicopters, Gliders and Balloons);
 - (b) Private Pilot's License (Aeroplanes);
 - (c) Commercial Pilot's License;
 - (d) Airline Transport Pilot's License;
 - (e) Instrument Rating;
 - (f) Assistant flight Instructor's Rating (Aeroplanes);
 - (g) Flight Instructor's Rating (Aeroplanes);
 - (h) Flight Instructor's Rating (Gliders);
 - (i) Glider Pilot's License;
 - (j) Private Helicopter Pilot's License;
 - (k) Commercial Helicopter Pilot's License;
 - (l) Student Navigator's License;
 - (m) Flight Navigator's License;
 - (n) Flight Radio Telephone operator's License;
 - (o) Flight Radio Telephony Operator's License;
 - (p) Private Pilot's License (Balloons)
2. Revalidation of foreign license (FATA)
3. Conversion of foreign licenses into Indian Licenses in their corresponding categories.
4. Policy matters regarding the issue of Indian and Foreign aircrew licenses.
5. Amendments to Licensing Rules.
6. Exemption from Aircraft Rules for the issue of Indian Licenses.
7. Policy matters pertaining to conducting medical examination and their assessment.
8. Disposal of medical reports pertaining to the issue and renewal of aircrew licenses and correspondence connected therewith.
9. Parliament Questions relating to issue of aircrew licenses.
10. Budget for expenditure to be incurred for items pertaining to L-2 Section.
11. Verification of Indian License upon request from Contracting states



Medical Section

1. Functions

- (a) Issue of Medical Assessments for Initial, Renewal, Re-initial, Special Medicals, Temporary/Permanent Unfit and Appeal medical examination of civil aircrew.
- (b) Updating and safekeeping of Pilot Medical Records (PMR) of civil aircrew.
- (c) Updating empanelment of Class I and II medical examiners and civil hospitals.
- (d) Conduct of periodic updates/workshop for Class I & II medical examiners, Air Force and airline doctors.
- (e) Ensuring smooth conduct of DGCA Licensing Medical Examination of civil aircrew at Air Force Medical Centres, Civil Hospitals and by DGCA empaneled Class I & II Medical Examiners.
- (f) Whenever required to associate with Aircraft Accidents Investigation Bureau (AAIB) team as medical member for aircraft accidents/serious incident investigations.
- (g) Reply to RTI, Parliament questions and handling of Court cases pertaining to Medical issues.
- (h) Update of medical policies and their promulgation on DGCA website.
- (j) Issue of NOC for conduct of delayed/early/Special/After Temporary Unfit medical examination.
- (k) Change of personal details (Name, DOB, Place of birth and Address) in medical records.
- (l) Conduct of False Declaration Committee Board Meeting and disposal of cases.
- (m) Conduct of Class II medical examination of cabin crew at Air Force Medical Boarding Centres (contentious and appeal cases).

2. Duties and Responsibilities of DMS(CA)/JDMS (CA)

DMS (CA)/JDMS(CA) acts as the 'Medical Assessor' who peruses and approves (on behalf of DGCA) the medical examinations conducted by 'Medical Examiners'. These include the following:

- (a) Class I Medical Examination at Air Force Medical Centres (20) Civil Hospitals (02) and Class I Medical Examiners (17).



- (b) Class II Medical Examination by a panel of Class II Medical Examiners.
- (c) Issue of medical assessment on the fitness/ unfitness/ follow up of review/ special medical examinations in respect of aircrew with disabilities/ diseases/ temporary unfitness of aircrew.
- (d) To decide on Permanent Unfitness/ Appeal Medical examination cases in conjunction with the office of DGMS (Air) who is the advisor to DGCA on medical matters.
- (e) Address and decide on cases of False Declaration made by candidates/aircrew on CA-34.
- (f) Granting No Objection Certificate (NOC) for conduct of delayed/ early/ special (after disease/ disability) medicals and after completion of Temporary Unfit period.
- (g) Updating and maintaining a panel of Class I and Class II Medical examiners including periodic training of examiners on policy matters.
- (h) Conducting periodic updates to keep the Class I Medical Examiners/ Class II Medical Examiners, Air Force and Airline doctors current in their knowledge.
- (i) Advise civil airlines doctors on medical matters and to oversee the implementation of medical policies of DGCA in the civil airlines medical department. The task also entails providing assistance and inputs on medical matters to other directorates of DGCA in formulating policies relevant to their area of concern.
- (j) Reply to RTI questions and handling of court cases pertaining to Medical Section.
- (k) To perform the duties of medical member of Aircraft Accident/Incident investigation team formed by DGCA in Civil Aircraft Accident/serious incidents.
- (l) Other tasks/Duties as assigned by Director General at DGCA and Director General Medical Services (Air).

3. Duties and Responsibilities of Asstt Director (Medical Cell)

- (a) Updating and safekeeping of Pilot Medical Records (PMR) of all civil Aircrew.
- (b) Monitoring of receipt of medical examination documents from Air Force Medical Centres and Medical Examiners followed by merger of medical documents into respective PMR files.
- (c) Administration and supervision of DGCA staff posted to Medical Section.



- (d) Change of personal details i.e. Name/DOB/Place of birth and Address.
- (e) To ensure that E-payment of DGCA Medical Examination fee is remitted correctly.
- (f) To conduct training of DGCA staff.
- (g) Issue of Medical Assessment to civil aircrew after seeking details from CA 34/34A and CA-35 Forms.
- (h) To ensure receipt and despatch of all official mail addressed to Director Medical Section, DGCA in a stipulated time frame and maintenance and regular updation of all files/documents of Medical Cell.
- (i) Any other duty assigned by DMS(CA) and JDMS(CA).



Central Examination Organisation

The Central Examination Organisation (CEO) is responsible for conducting various examinations in accordance with Rule 61 and Schedule II of Aircraft Rules, 1937.

The CEO has the following functions and responsibilities:

1. Conduct examinations for issue and extension of licences/ ratings/ approvals for:
 - a. Pilots
 - b. Aircraft Maintenance Engineers (AME)
 - c. Flight Dispatchers (FDEG)
 - d. Flight Engineers (FE)
 - e. Flight Instructor Ratings (FIR)
 - f. Assistant Flight Instructor Ratings (AFIR)
 - g. Foreign Aircrew Temporary Authorization (FATA)
2. Preparation and maintenance of question bank.
3. The conduct of examination includes:
 - a. Inviting Application and to Scrutinize the application for allotment of Computer Number / Roll Number
 - b. Issuance of Admitted / Rejected Candidates list
 - c. Conduct and evaluation of examination
 - d. Declaration of result



L. State Safety Programme

SSP Division

The SSP/SMS Division is under overall Chairmanship of the Director-General and for carrying out its functions/responsibilities is headed by Joint Director-General in-charge of Air Safety.

The SSP/SMS Division has the following functions and responsibilities:

1. To assist Steering Committee in the preparation and implementation of SSP,
2. Coordination, monitoring and review of implementation of SSP,
3. Coordination, monitoring and review of implementation of SMS,
4. Any other work relating to SSP/SMS as assigned by Director-General and Steering Committee.



M. SURVEILLANCE AND ENFORCEMENT

Surveillance and Enforcement Division

The Surveillance and Enforcement Division in Headquarters has a key role to plan, monitor, oversee and enforce actions on behalf of Directorates/Regional and Sub Regional offices. Key functions of SED are: -

1. Development of a consolidated system of Surveillance for all Directorates and to monitor compliance of the program as applicable to each Directorate.
2. Compile the Annual Surveillance Program (ASP) comprising of all Directorates.
3. To notify Annual Surveillance Plan for various Directorates and publish the same on and DGCA website. The plan includes the area of activity to be inspected month wise.
4. ASP is published in two Parts – Part I outlining ASP of Airworthiness Directorate and Part II outlining the ASP of the remaining directorates.
5. To compile data on surveillance received from various directorates of DGCA Headquarters and field offices on standard formats.
6. To maintain data Base of Surveillance deficiency findings.
7. To organize a monthly monitoring meeting with all Directorates and Regional Heads to analyze the deficiencies pointed out by the field inspectors.
8. To refer all Level 1 and important level 2 findings to Board for Aviation Safety (BFAS) for taking action as per administrative provisions of Enforcement policy and Procedures Manual and Rules as applicable.



N. TRAINING

Training Division

1. To lay down the training policy for DGCA.
2. To organize trainings at Indian Aviation Academy
3. To ensure conduct of Module 1 training for all officers of DGCA except for Consultants or Officials on-contract.
4. To issue credentials to officers of DGCA



O. INFORMATION TECHNOLOGY

IT Division

Information and Technology Division of DGCA caters to the IT needs of the office of the Directorate General of Civil Aviation.



P. INTERNATIONAL COOPERATION

International Cooperation Division

The International Cooperation Group (ICG) in DGCA handles all the international programs with international organizations on matters relating to policy, technical, and safety matters with the main aim of enhancement of aviation safety in India.

International Organizations participating in the international programmes underline their willingness to maintain and enhance a high level of aviation safety in India through joint cooperation.

The first component of the ICG is a voluntary partnership between international bodies, non-governmental organizations, national aviation authorities, operators, research organizations, as well as aircraft and equipment manufacturers aiming at enhancing aviation safety through safety analysis, implementation of cost effective action plans, and coordination to promote safety initiatives.

DGCA has ensured that through ICG there exists a global mechanism for information exchange for timely communication among the aviation community at national and international levels.

The ICG ensures:

- Cooperation on regulatory matters.
- Information for sharing arrangements.
- Exchange of technical information.
- Convergence in regulatory practices and harmonization of regulations.
- BASA and Technical Arrangements.

The ICG intends to promote information sharing at the national or international levels. This enhances global recognition of participating countries, larger market acceptance and increased potential for business.



P. WORKFORCE EVALUATION METHODOLOGY

The Workforce Evaluation Methodology, to determine staffing requirements according to the size and complexity of civil air operations in India is described below. The Workforce Evaluation Methodology is conducted separately for each offices of the concerned Directorate of DGCA to determine the officer's requirements. The Methodology should be re-visited periodically to account for aviation system growth or when a brand new type of Aircraft / Airlines is introduced into the system.

STEP 1: Calculate Total Officers Hours Required

1. First, it is necessary to calculate Total Officers Hours Required. This requires collection of three types of information:
 - a. The identification of each work function broken down into categories of activities
 - i. Surveillance activities
 - ii Certification activities
 - iii. Renewal activities
 - iv. Other regulatory and administrative activities
 - b. The annual frequency of each work function
 - c. The total number of inspector hours required to complete each work function
2. Enter the information into an Excel spreadsheet (see Figure 1 for a sample Workforce evaluation Worksheet). The total number of annual hours required for each work function can be calculated by multiplying the times per year each work function is performed by the number of inspector hours required to complete each work function.
3. Calculate the total Officers Hours required by each office separately (Hqrs, Regional/ Sub-Regional Office), then find the sum of the total number of hours required for each work function performed by the Directorate.

STEP 2: Calculate Total Officers Hours Available

1. There are two important components to calculating Total Officers Hours Available:
 - a. The number of hours that each officer is available to conduct work functions
 - b. The total number of Officers
2. To determine the number of work hours, assumptions must be made regarding:
 - a. The number of hours each day each officer is expected to work (typically 8 hours per day)



- b. The number of days annually an officer will work (typically between 1500 and 1600 hours)
 - c. The number of work days annually the officer will be in training, on vacation or unavailable to work for other reasons. For example, if it is assumed an officer works 8 hours per day, and devote 5 days weeks to vacation and training activities, the inspector's available work hours will be 8 hours x 220 work days = 1,760.
3. This analysis is conducted separately for each offices of the Directorate. Therefore, the total number of offices of the Directorate refers to the total number of current, qualified and available officers.
4. Once these two numbers are determined, total officers of the office Hours Available can be calculated by finding the sum of the number of hours each officer is available to perform work function and the total number the officers. Thus, if an officer has 1,760 hours available, and there are 6 officers then the Total Hours available of that office are 10,560 (1,760 x 6).

STEP 3: Compare Total Hours Required and Total Hours Available

Compare the Total Officers Hours Required calculated in Step 1 to the Total Inspector Hours Available calculated in Step 2. If the Total Inspector Hours Required is less than the Total Inspector Hours Available, then the office has sufficient staffing. However, if the Total Officers Hours Required is more than the Total Inspector Hours Available, then be DGCA may consider adding additional staff to that office.

**Figure: Sample Officers Inspector Workforce Evaluation Worksheet**

REGION

NEW DELHI

STEP 1: Calculate Total Inspector Hours Required

Work Function	Annual Frequency	Hours per Function	Hours Required
Function 1	36	24	864
Function 2	48	6	288
Function 3	24	4	96
Function 4	108	2	216
Function 5	12	24	288
Function 6	18	36	648

Total Inspector Hours Required 2400

STEP 2: Calculate Total Airworthiness Officers Hours Available

Annual Hours Available per Officers	1760
Current Number of Officers	2
Total Officers Hours Available	3520

STEP 3: Compare Total Hours Required To Total Hours Available

Total Officer Hours Available 3520
Total Officer Hours Required 2400
Difference 1120



Q. ISSUE OF CREDENTIALS

1. The Chapter provides guidance and criteria for issuance, use, and control of DGCA Credentials (Authorisation Cards) for Inspectors.

2. **DGCA Credentials (Authorisation Cards)** is the credential issued to qualified inspectors of DGCA issued by the Director-General under Rules 82 and 156 of the Aircraft Rules, 1937 for use in performance of official duties and presented when credentialed identification is requested.

3. Issuance of DGCA Credentials (Authorisation Cards)

(1) DGCA assigns the Inspectors to official duties based on his or her specialty.

(2) Based on the place of posting, DGCA Credential shall be issued to Inspectors assigned in the following directorates of DGCA:

- a. Airworthiness Directorate (Airworthiness Inspectors)
- b. Flight Standards Directorate (Flight Operations Inspector)
- c. Aircraft Engineering Directorate (Aircraft Engineers)
- d. Aerodromes Standards Directorate (Aerodromes Inspectors)
- e. Directorate of Air Space and Air Navigation Services Standards (ANS Inspectors)
- f. Information and Regulations Directorate (Dangerous Goods Inspectors)
- g. Flying Training Directorate (Flight Operations Inspector – Flying Training/ Flying Training Inspectors)
- h. Air Safety Directorate (Investigation and Prevention Inspectors)
- i. Directorate of Training and Licensing

4. Contents of the Credential (Authorisation Card)

The Credential shall contain the following information:

- (a) Identification number
- (b) Name and title
- (c) Photograph of the inspector
- (d) The validity period of the credential (issue and expiry date)
- (e) The empowering Law/Regulation (reference that the credential is issued under the Aircraft Rules, 1937)
- (f) Signature of the issuing Authority (signature of Director General)

See sample in Annex 1.

5. The Credential allows for the person to enter, inspect and search any aircraft or any aviation facility, including air navigation services, and also interact with any personnel, and inspect documents and records for the purpose of securing



compliance with the Aircraft Rules, 1937 and the provisions of the Aircraft Act, 1934 (22 of 1934).

6. DGCA Credentials (Authorisation Cards) Issuance and Retention Process.

6.1 On assignment in one of the above directorates/ divisions, inspector's immediate supervisor must approve all requests for the credentials. As part of the process, the inspector must meet the training requirements (see subsequent paras) before requesting the issuance of the DGCA credentials.

6.2 Initial issuance of Credential – Training Requirements. Inspectors must complete required training as applicable to their specialty consisting of:

- Module 1 (Coordinated and conducted by DGCA Training Division)*
- Module 2 (Theoretical training – Consisting of specific area training in relevant identified fields, as determined by the concerned supervisor)

* May/ or may have not been conducted at the time of application for issuance of credential

6.3 Continuing Qualification. Upon transfer of Operations Cadre officers to/ from Aerodromes Standards Directorate, it shall be the responsibility of the concerned Officer that he/ she applies for the new credential. The supervisor signing the Credential (Authorisation) Request form shall ensure that the officer has undergone requisite training as per above before the application is signed.

7. Application Procedures. The Training Division issues credentials.

7.1 Use the following application process to request a DGCA credential.

- (a) Complete the DGCA Credential application (Appendix A) containing the requested information.
- (b) The applicant's supervisor must verify that the applicant has completed the applicable training requirements, and sign the form.
- (c) The application shall be provided to Training Division who will process the form for issuing the Credential.

7.2 Use the same process for renewal of the DGCA credential.



8. Responsibilities: Issuance, Reissuance and Cancellation

a. Issuance and Control.

- (1) The Joint Director General (Training) is responsible for the overall management and control of the DGCA Credentials and will keep and maintain a record of all credentials in a register.
- (2) Before a Credential is issued to the inspector, the inspector will sign in the register. Each inspector is responsible for keeping his credential in good condition and checking the expiry date.
- (3) The inspector shall apply for renewal of his/her credential four weeks before the expiry date of the credential.
- (4) Training Division will maintain a database log identifying all credentials issued by number, employee's name, title, issuance date, validity date, location and specialty.

b. Loss or Theft.

- (1) It is the responsibility of the inspector to safeguard and protect the DGCA credentials, to prevent physical loss, theft or damage. Inspectors must use care to protect the integrity of all credentials to prevent physical loss and damage.
- (2) If an inspector loses the credential or if someone steals them, the inspector must report the loss or theft within 48 hours to Joint Director General (Training).

c. Reissuance of Credentials.

- (1) The issuance of replacement credentials requires the same application process required for an original issuance. Replacement credential shall be issued once the report describing the loss or theft is received along with an FIR report.
- (2) Replacement of lost or stolen credentials requires issuance of a new credential number.
- (3) Credentials will be reissued when any of the following circumstances exist:
 - (a) Name change of the holder;
 - (b) Mutilation or excessive wear of the credential;
 - (c) Change in holder's personal appearance;
 - (d) Lost or stolen credentials; or



(e) Expiration.

d. Surrender of Credentials (When Applicable).

(1) Holders of DGCA Credentials shall surrender their credentials for return to the Training Division under any of the following conditions:

- (a) Upon termination of employment, including resignation, retirement, expiration of appointment, etc.;
- (b) Upon expiration of the credential;
- (c) Upon the request of DGCA management.

6. Use of DGCA Credentials to Access Secure Areas of Indian Airports. Proper use of identification credentials, checkpoint procedures, and resolution of misunderstandings with airlines and other government agencies are crucial for the creation of an environment where DGCA Inspectors can carry out effective inspections and surveillance.

- a. Official Duty.** DGCA Inspectors can only use their credential for official duties. An inspector's supervisor authorizes these duties. DGCA Inspectors shall use their DGCA credentials in accordance with the requirements of this Chapter, their respective inspector guidance, and within the authorization of the respective supervisor.
- b. Credential Use.** A DGCA Inspector must prominently display the DGCA Credential on his or her outermost garment. The Airport Entry Pass, in itself, does not constitute the authority and privileges of DGCA Credential.

**Annex 1****Credential (Authorisation Card)**

FRONT SIDE	
	GOVERNMENT OF INDIA DIRECTORATE GENERAL OF CIVIL AVIATION
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	<p>No. _____</p> <p style="text-align: center;">AUTHORISATION (TO EXERCISE POWER DELEGATED UNDER THE AIRCRAFT RULES)</p> <p>Name _____</p> <p>Title _____</p> <p>Issued ON _____</p> <p>Valid UPTO _____</p> <p style="text-align: right;">Signature of the issuing Authority _____</p>

BACK SIDE (For Authorisation other than Aerodrome Inspectors)
<p>The holder of this card is authorised to exercise the power delegated to him/her under Aircraft Rules, 1937 read with the Govt. of India then Ministry of Civil Aviation & tourism Notification No. S. O. 726(E) & 727(E) dated the 4th October 1994.</p> <p>The holder is also authorised to:-</p> <ol style="list-style-type: none"> At all reasonable times enter any place to which access is necessary for the purpose of exercising his powers or carrying out his duties under these rules; At all times during working hours enter that portion of any organisation, factory or place in which aircraft, aircraft components, items of equipment, materials are being designed, manufactured, overhauled, repaired, modified, assembled, tested, stored, and inspect any such organisation, factory or place, aircraft, aircraft component and item of equipment and drawings relating thereto; At any time inspect any aircraft including a private aircraft which is required by these rules to be certified as airworthy or in respect of which as certificate of airworthiness is in force or has been suspended or deemed to be suspended. Enter, inspect and search any aircraft or any aviation facility, including air navigation services, and also inspect any personnel, document and records for the purpose of securing compliance with any of these rules or the provisions of the Aircraft Act, 1934 (22 of 1934).

**BACK SIDE (For Aerodrome Inspectors)**

The holder of this card is authorised to exercise the power delegated to him/her under Aircraft Rules, 1937 read with the Govt. of India then Ministry of Civil Aviation & Tourism Notification No. S. O. 726(E) & 727(E) dated the 4th October 1994.

The holder is also authorised to at all reasonable times or intervals, enter any place to which access is necessary and to inspect and carry out tests on the aerodrome facilities, services and equipment, inspect aerodrome operator's documents and records, and verify the aerodrome operator's safety management system before the licence is granted or renewed and subsequently, at any other time, for the purpose of surveillance to ensure safety and order at the aerodrome.



PROFORMA FOR ISSUANCE OF AUTHORISATION CARDS
(under Rule 82/156 of Aircraft Rules, 1937)

FOR OFFICE USE

1. Approval of Concerned Director/ Reporting Officer
obtained: Yes () No ()

2. Authorisation Card No.: _____

3. Valid upto: _____

Affix passport
size photo

TO BE FILLED BY APPLICANT

1. Name

2. Designation

3. Reason for Issue

a. Fresh Issue / Re-issue (I/R). _____

b. For Fresh issue tick () reasons mentioned below.

Fresh Appointment () Designation Change ()

Mutilation () Loss () Expiry ()

Any other reason:

_____.

4. Date of
superannuation/
Date on which
Contract ends

5. Nature of Duties

Date:

Signature of the applicant

Signature of Concerned Director/ Reporting officer

Name:

Date:

Designation:

Appendix IV

Agreement Template

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CONSULTING SERVICES AGREEMENT

THIS Consulting Service Agreement ("Agreement" or "Contract") is made on this the <***> day of<***> 20... at <***>, India.

BETWEEN

The President of India, acting through the, Office of the Director General of Civil Aviation, Government of India having its office at DGCA, Opp. Safdarjung Airport, Aurobindo Marg, New Delhi-110003, represented by {hereinafter called as the "DGCA", which expression unless repugnant to the context or meaning thereof, shall mean and include its successors or nominees or assignees or legal representative) being the PARTY of the FIRST PART;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as Agency which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above, are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. DGCA being desirous to implement the project of e-Governance for DGCA services (hereinafter referred to as 'eGCA') called for Unconditional tender vide RFP No. _____ dated _____ for engaging the Project Management Consultancy Agency.
2. The Agency has gone through RFP documents and has satisfied itself by careful examination before submitting its Unconditional tender as to the nature and magnitude of the work, and has obtained complete information as to the matters and things referred to or implied in the RFP documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and providing of the Project Management Consultancy Services under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and providing of the consultancy work and which might have influenced it in making its Unconditional tender and has offered to provide Project Management consultancy services.
3. The Agency has represented to DGCA that it possesses and has the required professional skills, personnel and technical resources to deliver the Services related to comprehensive contract of project management consultancy for eGCA project of DGCA.

AND WHEREAS:

4. DGCA accepted the Unconditional tender of the Agency for providing Project Management Consultancy Service in respect of eGCA and conveyed its acceptance vide letter no _____, dated _____, upon the terms and subject to the conditions as set out hereunder.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions and Interpretation

1.1. Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

Agreed Terms	clauses 1 to 34 of the Agreement which set out terms and conditions agreed by the parties.
Auxiliary Material.	Any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date.
Business Day.	for receiving a notice under clause 33, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and for all other purposes, any day that is not a Saturday or Sunday or a national public holiday throughout India promulgated in the official gazette. DGCA shall provide list of its scheduled holidays.
Business Hours.	from 10.00am to 6.00pm on a Business Day at the place where the Services are to be provided or any other time as may be specified in the contract.
Change Order.	the form set out in Schedule 5.
Commencement Date	the date on which this Contract commences, as specified in schedule 1.
Confidential Information	information that is by its nature confidential; and is designated by a party as confidential in Non-Disclosure Agreement (Draft annexed as Annexure-II).

Contract	this agreement between the DGCA and the Agency, as amended from time to time and includes its Annexures, schedules, any attachments, RFP and BID response of the Agency.
Contract Details	the details set out in Schedule 1 of the Agreement.
Contract Material	any Material created by the Agency on or following the Commencement date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required.
Contract Period	the Initial Contract Period plus any extension in accordance with the provisions of RFP.
Companies Act	the Companies Act 1956
DGCA Material	Any Auxiliary Material provided to the Agency by the DGCA.
DGCA Representative	the person identified in item 3 of schedule 1.
Data	all data and information relating to the DGCA, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the DGCA.
Deliverable	any Contract Material or other item to be provided by the Agency under this Contract and provided as Deliverable in RFP
Documentation	the documentation to be provided by the Agency under clause 8.
Harmful Code	any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
Initial Contract Period	the period of time for which this Contract is intended to continue, as specified RFP.

Intellectual Property Rights

a) In relation to this contract of Consultancy, all intellectual property rights, including but not limited to, the following rights:

Patents, copyright, trade marks (including goodwill in those marks) and domain names;

Any application or right to apply for registration of any of the rights referred to above in paragraph a); and all rights of a similar nature to any of the rights in paragraph a)

b) Which may subsist in India or elsewhere, whether or not such rights are registered or capable of being registered.

Law

any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in India, whether made by Central Government or the State or Union Territory.

Losses

liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).

Material

Any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

Material Adverse Effect

"Material Adverse Effect" means material adverse effect on (a) the Agency to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Contract and/or (b) the legal validity, binding nature or enforceability of this Contract.

Material Breach

"Material Breach" means breach that has an effect on (a) the Agency to perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement; and/or (b) the legal validity, binding nature or enforceability of the Agreement.

Modules

The task and any fixed date to be met by the Agency in performing any of its obligations under this Contract, as

specified in scope of work in RFP.

Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the Copyright Act.
Notice	a notice, demand, consent, approval or communication issued under this Contract.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Agency.
Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties.
Schedules	the schedules to this Contract.
Service Charges	the charges payable to the Agency as per RFP services for which the consultancy service is to be provided by the agency and as specified in the scope of work and includes the supply of the deliverables.
Specified Personnel	the Agency's Personnel specified in contract details meeting the qualifications and experience criteria specified in the RFP.
Scope of Work	the details of the Services to be performed under this Contract and as set out in RFP.
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
Warranted Materials	the Auxiliary Material provided by the Agency and includes the Deliverables and Contract Material.

1.2. Interpretation

In this Contract, except where the contrary intention is expressed:

- a) In this document the word “agreement” and “Contract” have the same meaning and have been used interchangeably.
- b) the singular includes the plural and vice versa, and a gender includes other genders;
- c) another grammatical form of a defined word or expression has a corresponding meaning;
- d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- f) a reference to rupee or Indian rupees to the Indian currency;
- g) a reference to time is to the time in the place where the obligation is to be performed;
- h) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- j) if the Agency is a trustee, the Agency enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
- k) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- l) a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- m) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- p) a rule of construction does not apply to the disadvantage of a party because the party was Responsible for the preparation of this Contract or any part of it;
- q) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- r) Headings are for ease of reference only and do not affect interpretation.

1.3. Completion of Schedules

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, that item will be taken to be 'not applicable' for the purpose of this Contract.

2. Priority of Contract documents

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- a) Agreed Terms in Contract;
- b) Annexures to Contract;
- c) Schedules of Contract;
- d) any attachments to the Schedules; and
- e) Documents incorporated by reference in this Contract.
- f) RFP document and its corrigendum.
- g) Proposal submitted by the bidder in response to bid.
- h) Letter of award of contract.

3. Duration of Contract

3.1. Initial Contract Period

This Contract begins on the Commencement Date and continues for the duration of the Period specified in RFP, unless terminated in accordance with clause 27 or 29.

3.2. Option to extend Contract Period

- a) The Initial Contract Period may be extended by the DGCA for further period(s), on the terms and conditions mutually agreed, by giving 30 days written notice to the Agency.
- b) Any extension exercised in accordance with this clause takes effect from the end of the then current Contract Period.

4. General obligations of the parties

The Agency shall, at all times:

- a) act reasonably in performing their obligations under this Contract& RFP;
- b) diligently perform their obligations under this Contract& RFP; and
- c) Work together in a collaborative manner.

5. Provision of Services

5.1. Service obligations

The Agency must supply the Services:

- i. with due skill and care and to the best of the Agency's knowledge and experience;
- ii. in accordance with the Performance Criteria;
- iii. in accordance with relevant Indian industry standards, good industry practices and guidelines or where none apply, relevant international industry standards, best practice and guidelines as specified in RFP.
- iv. using the Specified Personnel as specified in RFP and in accordance with all applicable Laws;
- v. in accordance with directions as specified in RFP and reasonable in relation to the Services given by the DGCA from time to time so as to meet the Modules and other project plan requirements, and where no Modules or project plan requirements are specified, promptly and without delay; and otherwise in accordance with the provisions of this Contract& RFP.

5.2. Agency warranties

The Agency represents and warrants that:

- i. it has the right to enter into this Contract;
- ii. it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- iii. The Agency and its Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- iv. the Services will be complete, accurate and free from material faults; and
- v. it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the DGCA's systems or any Deliverables any Harmful Code.
- vi. The RFP along with this contract constitutes the legal, valid and binding obligation of the Agency, enforceable against it in accordance with the terms hereof.
- vii. There are no actions, suits or proceedings pending or to its best knowledge threatened against or affecting it, before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this Contract.
- viii. Agency warrants that it possesses and will maintain through the end of the term sufficient financial standing and capacity to comply with the Agreement. If the Agency encounters adverse changes to its financial condition that affect Service delivery, then it needs to notify DGCA immediately.
- ix. The execution, delivery and performance of this Contract will not conflict with, result in

the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, Contract, agreement, arrangement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets is bound or affected.

- x. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government authority which may result in any material adverse effect on its ability to perform its obligations under this Contract and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Contract.
- xi. No representation or warranty by the Agency contained herein or in any other document furnished by it to DGCA including the Proposal or to any government authority contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

6. Bank Guarantees

6.1. Performance Bank Guarantee (PBG).

Agency to provide bank guarantee for the Contract as a whole, valued at 10% (Ten %) of the total value of the Contract, valid for 90 days beyond the Operative Period of Contract. In case the contract is extended and if the amount of the contract for the extended period is more than the earlier contract value, then the Agency shall provide an additional PBG of value amounting to the extent of 10% of the difference of the value of the extended contract value and that of the initial contract value. Both the PBGs have to be valid for 90 days beyond the extended period. The PBG shall be issued by a scheduled/ nationalized bank only. **This PBG is to be submitted by the successful bidder before signing this contract.** The agency shall maintain the Bank Guarantee valid throughout the contract period. The draft format in which the PBG is to be submitted by successful bidder is annexed as **Annexure-I**.

6.2. Invoking Performance Guarantee

Notwithstanding what has been stated elsewhere in this Contract and the Schedules attached herein and in RFP, in the event the Agency is unable to meet the obligations as per the provisions of the contract, the DGCA will, inter alia, have the option to invoke the Performance Bank Guarantee. Such right of the DGCA shall be without prejudice to any other rights or remedies available under law or contract.

7. Access to DGCA's premises

The DGCA will cooperate with the Agency by providing access to its premises and facilities

as reasonably necessary to enable the Agency to provide the Services.

7.1. Conduct at DGCA's premises

The Agency must, if using or accessing the DGCA's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Agency or as might reasonably be inferred from the circumstances.

8. Documentation

8.1. Provision of Documentation

The Agency shall provide the DGCA the Documentation specified in the RFP in the format and at the times specified therein.

8.2. Documentation requirements

The Documentation must at the time of delivery:

- i. be current and accurate;
- ii. adequately explain key terms and symbols; and

9. Varying the Services

9.1. Variations proposed by DGCA

If the DGCA wants to vary the Services:

- 9.1.1. the DGCA will request the Agency in writing setting out the proposed variations;
- 9.1.2. within 14 days after receiving the DGCA's request or within another period agreed by the parties, the Agency must respond in writing to the DGCA specifying what impact those variations will have on: the Service Charges; the Services or Deliverables, including any particular Deliverable; the Agency's ability to perform its obligations under this Contract including its ability to complete the modules specified in the RFP.
- 9.1.3. Within 14 days after receiving the Agency's response, or within another period extended period as decided by DGCA, the DGCA will give the Agency a written notice accepting or rejecting the response.

9.2. Variations proposed by Agency

If the Agency wants to vary the Services:

9.2.1. the Agency must request the DGCA in writing setting out the proposed variations and specifying what impact those variations will have on: the Service Charges; the Services or Deliverables, including any particular Deliverable; the Agency's ability to perform its obligations under this Contract (including its ability to meet Modules); and this Contract; and

9.2.2. Within 14 days after receiving the request or within another period agreed by the parties, the DGCA will give the Agency a written notice accepting or rejecting the Agency's request.

9.3. Changes to Service Charges

Changes to Service Charges associated with a variation in the Services must:

9.3.1. not exceed any reasonable additional cost; and

9.3.2. take fully into account any reduction in cost.

9.4. Effective date of variation

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order.

10. Co-operation with Personnel and contractors

The Agency must in the performance of the Services under the Contract:

- a) fully co-operate with the DGCA's Personnel, stakeholders and other Agency's/ contractors; and
- b) use its best efforts to coordinate its activities so as to support and facilitate, in the DGCA's best interests, the timely and efficient completion of all work and other activities to be performed for the DGCA by any person.

11. Monitoring progress

11.1. Progress meetings

The parties will meet at the times set out in the RFP (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Agency must ensure that the Agency Representative and the DGCA will ensure the DGCA Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

11.2. Reporting

The Agency must provide the DGCA with reports in accordance with the RFP.

12. Performance assessment

12.1. Assessment of Services

Each element of the Services is subject to assessment by the DGCA.

12.2. Notice of non-compliant Services

- a) If the DGCA considers that all or part of the Services does not meet the Performance Criteria, the DGCA will notify the Agency within 30 Business Days of assessing the Services.
- b) The DGCA will include reasons for the non-compliance.

12.3. Rectification of non-compliant Services

If the DGCA notifies the Agency that all or part of the Services do not meet the requirement of RFP, the Agency must:

- i. take all necessary steps to ensure that the Services are promptly corrected;
- ii. give notice to the DGCA when the Services have been corrected; and
- iii. Allow the DGCA to repeat the assessment of all or part of the Services, within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

12.4. Right to terminate

If any parts of the Services do not meet the requirement of RFP on two or more occasions, the DGCA may (in addition to its other remedies) terminate the Contract immediately under

clause 29, by giving the Agency written notice.

13. Personnel

13.1. Use of Specified Personnel

The Agency must provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel having adequate qualifications and experience as specified in RFP and must ensure that each of the Specified Personnel is aware of and complies with the Agency's Obligations in providing the Services as specified in the RFP.

13.2. Notification of Non Availability of specified personnel to DGCA and timely replacement.

It is the responsibility of the Agency to notify the DGCA regarding non-availability of adequately qualified personnel either on account of death, illness, resignation, and termination or due to any other reason whatsoever and immediately provide the suitable replacement having adequate qualification & experience as specified in RFP. If at any time during the contract period it is observed that the personnel employed by the Agency do not meet the criteria specified in RFP, the same will be considered an "Event of Default" on the part of Agency.

14. Ownership of Material & Intellectual Property Rights

Any studies, reports or other material, graphic, software or otherwise including the Intellectual Property, (trademarks, patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights brought/ creating for the Project / Services/ Contract Material under this contract and also for related solutions, (whether licensed for a fee or no charge) and any derivatives of the foregoing, the ownership of all of above shall remain vested in DGCA. In addition to foregoing any document prepared or asset created by the Agency for the DGCA under the Contract shall belong to and remain the property of the DGCA.

14.1. Infringement of Intellectual Property Rights

- i Agency confirms that there shall be no infringement of any intellectual property rights as per the applicable laws of relevant jurisdictions, having requisite

competence, in respect of the Services/Project Assets/ Contract Material (including Auxiliary/Third Party Material) or any part thereof, created/ supplied under this Contract. Agency shall indemnify DGCA against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorized use of intellectual property rights of any such parties, whether such claims arise in respect of creation/production or use of such material/services rendered under this contract. Without prejudice to the aforesaid indemnity, Agency shall be responsible for the completion of the development and uninterrupted use of such Services/ Project Asset or any part thereof by the DGCA and persons authorized by DGCA, irrespective of the fact of claims of infringement of any or all the rights mentioned above. Further, the Agency is also responsible to bring this any such infringement done by eGCA SI, immediately to the notice of DGCA.

- ii If, as a result of such claim, DGCA is injuncted / restrained from using such Services/ Contract material/ Project Asset or any part thereof or in is likely to be injuncted , Agency, at its expense, shall (i) modify such Services/ Contract material/ Project Asset (provided its functionality is not impaired or varies from the specifications provided in RFP) so that it is no longer infringing and obtains a certificate to the said effect from the party claiming infringement, (ii) replace such Services/ Contract material/ Project Asset with a functionally equivalent of the same, or (iii) obtain the right for DGCA to continue using such Services/ Contract material/ Project Asset.

15. Moral Rights

15.1. Obtaining consents

To the extent permitted by applicable Laws and for the benefit of the DGCA, the Agency must give genuine consent in writing, in a form acceptable to the DGCA that it would use its best endeavors to ensure that Agency in the production or creation of the Contract Material and rendering services as per RFP & Contract documents, would use the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

15.2. Specified Acts

In this clause, Specified Acts relevant herein means:

- i. falsely attributing the authorship of any Contract Material, or any content in the Contract Material which may be covered under the ambit of purview of Copyright Act, 1957;
- ii. materially altering the Contract Material and dealing in any way with the altered Contract Material;
- iii. reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and

- iv. Adding any additional content or information to the Contract Material.

16. Payment

16.1. Obligation to pay charges

Subject to this clause and the Services meeting the Performance requirements as per RFP, the DGCA will pay to the Agency the Service Charges as set out in Payment Schedule of RFP.

16.2. Agency to provide invoice

The Agency must provide a correctly rendered invoice to the DGCA for the Service Charges in accordance with the requirements specified in the RFP.

16.3. Due date for payment

The DGCA will make payment of a correctly rendered invoice as per the payment schedule provided in the RFP.

16.4. Incorrect invoices, under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Agency, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the DGCA to the Agency under this Contract.

16.5. Expenses

Unless specified otherwise in the RFP, the Agency must not charge the DGCA for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges etc) in addition to the Service Charges. The DGCA is under no obligation to pay any amount in excess of the Service Charges.

17. Taxes

- 17.1.** The DGCA or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the Agency wherever applicable. The Agency shall pay for all other taxes in connection with this Agreement required to be undertaken as a part of this Agreement,

including, but not limited to, property, sales, use, excise, goods and services, consumption and other similar taxes or duties.

17.2. The DGCA or its nominated agencies shall provide Agency with the original tax receipt of any withholding taxes paid by DGCA or its nominated agencies on payments under this Agreement. The Agency agrees to reimburse and hold the DGCA or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among the DGCA or its nominated agencies, the Agency and third party contractors in related of the services provided under this contract.

17.3. If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the DGCA for providing the services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable by the DGCA under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in the Contract. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

17.4. The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

18. Indemnity

18.1 That Agency shall indemnify and keep DGCA indemnified against all actions, suits and proceedings and all and any costs, charges, expenses or any loss or damage incurred, suffered, caused to/sustained by DGCA by reason of any default or breach or violation or lapse or negligence or non-observance or non-performance or any non- payment or for any violations of copyright / other intellectual property rights etc. by / on behalf of the Agency.

18.2 In addition to above the Agency shall, at its own expense, defend, indemnify, and hold DGCA harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against DGCA (i) arising out of or related to the Agency's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the Agency or any of its Affiliates, participants, officers, directors, and employees.

19. Liability

The liability of Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages & also any consequential, incidental, indirect, special or punitive damage, loss or expenses. However, the direct damages shall in no event in the aggregate exceed the fees and expenses

provided in RFP for respective module or received by the agency under this contract. The liability cap in respect of direct damages given under this Clause shall not be applicable to the indemnification obligations set out in Clause 18.

20. Insurance

20.1 The Agency shall, at its own cost, arrange, secure and maintain insurance with reputed Insurance companies to the satisfaction of DGCA to protect the interest of DGCA against all risks as detailed herein. The responsibility to maintain adequate insurance coverage during the period of Contract shall be that of the Agency alone. The Agency's failure in this regard shall not relieve it of any of its responsibilities and obligations under the Contract and there shall be no liability of DGCA under such circumstances. The risks that are to be covered under the insurance shall include , the loss or damage in handling, storage, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, marine, war risk etc.

20.2 Workman Compensation and DGCA's Liability Insurance:

Insurance shall be effected for all the Agency's employees engaged (whether directly or indirectly) in the performance of this Contract and there is no liability of DGCA in respect of Agency's employees.

20.3 Accident or Injury to Workman:

DGCA shall not be liable for or in respect of any damages or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the Employment of the Agency and the Agency shall indemnify and keep indemnified the DGCA against all such damages and compensation and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

20.4 Comprehensive Automobile Insurance:

This insurance shall be in such a form as to protect the Agency against all claims for injuries, disability, disease and death to members of public including DGCA's employees and damage to the property of others arising from the use of motor vehicles during transportation of the material for performance of this Contract.

20.5 Comprehensive General Liability Insurance:

a) This insurance shall protect the Agency against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Agency, its agents, employees and representatives, while engaged in and while performance of this Contract.

- c) The Agency shall have suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of its Employees who are not covered under Employees State Insurance Act. The policy shall cover third party liability which shall cover the loss of human life / disablement (partial/full) of persons not belonging to the Agency. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value.
- d) The Agency shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all its assets brought by it at site to execute the work related to this Contract.
- e) Any such insurance requirements as are hereby established as the minimum policies and coverage which Agency must secure and keep in force must be complied with.

21. Confidentiality and privacy

21.1 Confidential Information

As defined in the Draft Non-Disclosure Agreement annexed as Annexure-II to this draft agreement.

21.2 Confidential Information not to be disclosed

- i. The parties must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- ii. In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

21.3 Non-Disclosure Agreement

Both the parties are to enter in to a Non-Disclosure Agreement and the draft Non-Disclosure Agreement is annexed as **Annexure-II** to this agreement. The execution of Non-Disclosure Agreement is pre-requisite for signing the Contract.

21.4 Exceptions to obligations

The obligations on the parties under this clause will not be taken to have been breached to the extent that Confidential Information:

- i. is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;

- ii. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- iii. is disclosed by the DGCA;
- iv. is disclosed by the DGCA, in response to a request by a Parliament/Assembly or a Committee of the Parliament/Assembly;
- v. is shared by the DGCA within the DGCA's organization, or with another Agency, where this serves the country's legitimate interests;
- vi. is authorized or required by law, including under this Contract, under a license or otherwise, to be disclosed; or
- vii. is in the public domain otherwise than due to a breach of this clause 20.

21.5 Obligations on disclosure

Where a party discloses Confidential Information to another person:

- i. pursuant to clauses i, ii or v, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- ii. Pursuant to clauses iii and iv, the disclosing party must notify the receiving party that the information is Confidential information.

21.6 Additional confidential information

- i. The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.
- ii. Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

22 Protection of personal information

22.1 Application of the clause

This clause applies only where the Agency deals with personal information when, and for the purpose of, providing Services under this Contract.

22.2 Obligations

The Agency acknowledges that it will use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract.

23 Conflict of interest

The Agency to declare that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract and also under the provisions of Clause of Conflict of Interest provided in RFP.

24 Security

24.1 Compliance with DGCA requirements

The Agency must ensure that its representative and Personnel comply with:

- i. all relevant security and other requirements specified in the DGCA's Information Security Policy, if the same has been made aware by the DGCA;
- ii. any additional security requirements specified in EOI/RFP/Contract ; and
- iii. any other security procedures or requirements notified, in writing, by the DGCA to the Agency. The Agency must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

24.2 Security clearance

- i. The DGCA may, from time to time, notify the Agency of the level of security or access clearance applicable to the Agency's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Agency must comply with and ensure its representatives and Personnel act in accordance with that notice.

24.3 Removal of DGCA Data

The Agency must not, and must ensure that its representatives and Personnel do not:

- i. remove DGCA Data or allow DGCA Data to be removed from the DGCA's premises;
or

- ii. take DGCA Data or allow DGCA Data to be taken outside of India, without the DGCA's prior written consent.

25 Books and records

25.1 Agency to keep books and records

The Agency must:

- i. keep and require its personnel/representatives to keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail to enable the amounts payable by the DGCA under this Contract to be determined; and
- ii. retain and require its subcontractors to retain books and records as mandated by law and the same would be made available to the DGCA and will terminate upon expiry / termination of this Agreement.

25.2 Costs

The Agency must bear its own costs of complying with this clause.

26 Audit and access

26.1 Right to conduct audits

The DGCA or a representative may conduct audits relevant to the performance of the Agency's obligations under this Contract. Audits may be conducted of:

- i. the Agency's operational practices and procedures as they relate to this Contract, including security procedures;
- ii. the accuracy of the Agency's invoices and reports in relation to the provision of the Services under this Contract;
- iii. the Agency's compliance with its confidentiality, privacy and security obligations under this Contract;
- iv. material (including books and records) in the possession of the Agency relevant to the Services or Contract; and
- v. any other matters determined by the DGCA to be relevant to the Services or Contract.

26.2 Access by DGCA

- i. The DGCA may access the premises of the Agency to the extent relevant to the

performance of this Contract; require the provision by the Agency, its employees, agents, of records and information in a data format and storage medium accessible by the DGCA by use of the DGCA's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Agency, its employees, agents or and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the DGCA, and any inquiry conducted by Parliament or any Parliamentary committee.

- ii. The Agency must provide access to its computer hardware and software to the extent necessary for the DGCA to exercise its rights under this clause, and provide the DGCA with any reasonable assistance requested by the DGCA to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, organization would not be made available.

26.3 Conduct of audit and access

The DGCA will use reasonable endeavors to ensure that:

- i. audits are performed pursuant to clause 26; and
- ii. the exercise of the general rights granted by clause 26 by the DGCA, do not unreasonably delay or disrupt in any material respect the Agency's performance of its obligations under the Contract.

26.4 Costs

- i. Except as set out in sub clause ii below, each party must bear its own costs of any reviews and/or audits.
- ii. If the Agency is able to substantiate that it has incurred direct expenses in the DGCA's exercise of the rights granted under RFP & Contract document which, having regard to the value of this Contract, are substantial, the DGCA and the Agency will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

26.5 Comptroller and Auditor-General of India

The rights of the DGCA under the instant clause apply equally to the Comptroller and Auditor-General of India or a delegate, for the purpose of performing the statutory functions or powers.

26.6 Agency to comply with Comptroller and Auditor-General of India's requirements

The Agency must do all things necessary to comply with the Comptroller and Auditor-General of India's or his or her delegate's requirements, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor-General of India, or his or her respective delegate.

26.7 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Agency's responsibility to perform its obligations in accordance with the Contract.

26.8 No restriction

Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor-General of India or a delegate. The rights of the DGCA under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor-General of India or a delegate.

26.9 Survival

This clause 26 survives for the Contract Period or till the termination or expiry of this Contract.

27 Force Majeure

27.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

27.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable

precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

27.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of Delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 07 (Seven) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(d) Not later than 30 (thirty) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

27.4 Extension of time.

Any period within which Agency shall, pursuant to this Agreement, complete any action or task, may be extended for a period equal to the time during which Agency was unable to perform such action as a result of Force Majeure. The decision of DGCA as regards the existence of Force Majeure condition and resultantly extension of time, shall be final.

27.5 Termination due to Force Majeure.

If the force majeure conditions exist beyond a period of 30 days, the DGCA reserves the right to terminate the contract forthwith.

28 Dispute Resolution

28.1 Notification

A party claiming a Dispute has arisen must give the other parties the Dispute notice setting out details of the Dispute.

28.2 Parties to resolve Dispute

During the 30 days after a notice is given under clause 28.1 (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred for the arbitration by a panel of three arbitrators. Each party to appoint one arbitrator and so appointed arbitrators shall appoint third arbitrator as presiding officer. The presiding officer so appointed should be from IT background having minimum 20 years' experience in handling similar projects as envisaged under this contract. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto. All arbitral awards shall be in writing and shall state the reasons thereof. The seat of Arbitration shall be at Delhi.

28.3 Confidentiality under this process

Any information or documents disclosed by a party under this clause:

- i. must be kept confidential; and
- ii. May only be used to attempt to resolve the Dispute.

28.4 Cost of the process

Each party to a Dispute must pay its own costs of complying with this clause. The parties to the Dispute must equally pay the costs of the arbitrators.

28.5 Termination of Resolution process

A party to a Dispute may terminate the dispute resolution process by giving notice to the other party after it has complied with the process and serve the notice of termination of the dispute resolution process.

28.6 Breach of this clause

If a party to a Dispute breaches this clause, the other party does not have to comply with those clauses in relation to the Dispute.

29 Termination of Contract.

29.1 Termination for convenience

- i. The DGCA may, at any time, by a prior written notice of 60 days, terminate this Contract, including for a machinery of government change without assigning any reasons.
- ii. On receipt of a notice of termination, the Agency must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect DGCA Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- iii. If this Contract is terminated under this clause, the DGCA is liable only for payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Agency and directly attributable to the termination. The payment Schedule provided shall be referred for the same.
- iv. If the scope of the Services is reduced, the DGCA's liability to pay the Service Charges or to provide DGCA Material abates in accordance with the reduction in the Services.
- v. The DGCA is not liable to pay compensation under clause iii in an amount which would, in addition to any amounts paid or due, or becoming due, to the Agency under this Contract, exceed the total Service Charges payable under this Contract.
- vi. The Agency is not entitled to compensation for loss of prospective profits.

29.2 Termination by the DGCA for default of Agency

- a. Without limiting any other rights or remedies the DGCA may have against the Agency arising out of or in connection with this Contract, the DGCA may terminate this Contract effective immediately by giving written notice to the Agency if the Agency breaches a material provision of this Contract where that breach is not capable of remedy; the Agency breaches any provision of this Contract and fails to remedy the breach within 30 days after receiving notice requiring it to do so; or an event specified in this clause happens to the Agency.

- b. Without limitation, for the purposes of this clause , each of the following constitutes a breach of a material provision:
- breach of Agency warranties;
 - failure to comply with clause 13 (Personnel);
 - failure to comply with clause 14 (Intellectual Property Rights);
 - failure to comply with clause 20 (Insurance);
 - failure to comply with clause 21 (Confidentiality and privacy);
 - failure to comply with clause 22 (Protection of personal information); or
 - Failure to notify the DGCA of a conflict of interest under clause 23 (Conflict of interest).
- c. The DGCA can also terminate the contract in the “Events of Default” and occurrence of such default is solely attributable to the Agency and also which could not be cured by the agency during the Consultation Notice period given for remedy/ cure of default(as provided in para 29.5 & 29.6 below). “Agency’s events of default” means any of the following events unless such an event has occurred as a consequence of a Force Majeure Event:
- i. Agency’s failure to perform or discharge or delay in performing or discharging any of its obligations in accordance with the provisions of RFP and also the Agency’s failure of complete any of the modules within the specified time period as provided in RFP.
 - ii. The activities/work at any Project Site is abandoned by the Agency without informing DGCA for more than 7 {Seven} Days during the Project.
 - iii. A delay of more than Thirty {30} days (after mutually agreed extended time if any) from any module date in achieving any of the performance obligations set forth for the relevant modules.
 - iv. Change in the structure of the project team, the "Key Personnel" by Agency without written consent of DGCA for the changes, except for death, resignation and disability.
 - v. Inability to staff the Project with competent team, within 30 days from the award of contract and in case any of the team members leave the Project either due to voluntary severance or disciplinary actions against them.
 - vi. Any representation made or warranties given by the Agency under this Contract are found to be false or misleading.
 - vii. If Agency, has given false information in qualifying for the Project or getting selected or any information provided by the Agency during the procurement process is found to be false.

- viii. Appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Agency by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings.
- ix. The Performance Bank Guarantee and any other securities required to be maintained under this Contract is not maintained in terms of the provisions hereof.
- x. Agency abandons or expresses its intention to revoke/terminate this Contract without being entitled to do so as is expressly provided in the Contract.
- xi. Change in constitution/organization of Agency which violates the short listing criteria used in pre-qualification process.
- xii. Amalgamation of Agency with any other company or reconstruction or transfer of the whole or part of the Project or the revenue earning parts of the Project [other than transfer of assets in the ordinary course of business] in contravention with the provisions of this contract.
- xiii. Agency engages or knowingly allows any of its employees, agents, Contractor or representative to engage in any activity prohibited under this Contract and/or by law or which constitutes a breach of the Contract or breach of or an offence under any law, in the course of any activity undertaken pursuant to this Contract.
- xiv. Agency suffers a change of control. For the purpose of this provision the change of control of Agency would happen if:
 - a) the promoter group of Agency ceases to control the board of directors of agency :or
 - b) Any reduction in the cumulative shareholding of the promoter group of Agency falls below 26% of the total paid up equity share capital of Agency.

29.3 Parties Rights in the Event of Default.

- a) Upon the occurrence of Agency's Event of Default, DGCA shall without prejudice to any other rights and remedies available to it under this Contract, be entitled to terminate this Contract.
- b) Upon the occurrence of the DGCA Event of Default, Agency shall without prejudice to any other rights and remedies available to it under this Contract, be entitled to terminate this Contract.
- c) **Consultation Notice.** The non-defaulting Party shall issue to the defaulting Party a notice in writing specifying in reasonable detail the underlying Event of Default(s) and proposing

consultation amongst the Parties to consider possible measures of curing or otherwise dealing with the underlying Event of Default ("Consultation Notice").

29.4 Remedial Process.

Following the issue of Consultation Notice by the non-defaulting Party, within a period not exceeding 30{Thirty} Days or such extended period as the Parties may agree in writing ("Remedial Period") the Parties shall, in consultation, endeavor to arrive at an agreement as to the manner of rectifying or remedy the underline event of default.

29.5 Obligations during Remedial Period.

Except expressly provided otherwise in the Contract, during the Remedial Period, the Parties shall continue to perform their respective obligations under this Contract which can be performed, failing which the Party in default shall compensate the other Party for any loss or damage occasioned or suffered on account of the underlying failure/breach.

29.6 Revocation of Consultation Notice.

If during the Remedial Period the underlying Event of Default is cured or waived or the Parties and parties agree upon any of the measures set out in this Article, the Consultation Notice shall be withdrawn in writing by the Party who has issued the same.

29.7 Termination due to Events of Default.

If before the expiry of the Remedial Period, the underlying Event of Default is neither cured nor waived then the Party which has issued the Consultation Notice shall have the right to terminate this Contract, in such event, inter alia, the provisions related to termination of contract provided under this contract shall be expressly made applicable in terms of levy of penalty and liquidated damages and encashment of performance security etc shall be expressly applied.

29.8 Remedies Cumulative.

The exercise of right by either Party to terminate this Contract, as provided herein, shall not preclude such Party from availing any other rights or remedies that may be available to it under law or Contract. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.

30 Termination Process and Consequences of Termination.

30.1 Termination due to Force Majeure Event or Event of Default.

- a) The Party entitled to terminate this Contract either on account of a Force Majeure Event or on account of an Event of Default shall do so by issue of a notice in writing to the other Party. The Termination Notice shall be of not more than 30 (thirty) days, ("Termination Period") and at the expiry of the Termination Period, this Contract shall stand terminated without any further notice.

30.2 Material Breach.

- a) In the event that DGCA believes that the Agency is in Material Breach of its obligations under this Agreement, DGCA may terminate this Agreement upon giving a one month's prior written notice to the Agency. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
 - i. If the Agency is not able to complete any of the module in RFP which translates into Material Breach, then DGCA will serve a Thirty (30) days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, DGCA will have the option to terminate this Agreement and invoke the Bank Guarantee.
- b) Where a change of control of the Agency has occurred whereby the Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Agency has been transferred to another entity, DGCA shall by a one month written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.
- c) In the event that Agency undergoes such a change of control, DGCA may, as an alternative to termination, require a full Performance Guarantee for the obligations of Agency by a guarantor acceptable to DGCA or its nominated agencies. If such a guarantee is not furnished within seven (7) days of DGCA's demand, DGCA may exercise its right to terminate this Agreement forthwith.
- d) If the value of the Damages is more than 10 % (to be calculated as provided in para 30.5 below) of corresponding module or deliverable as provided in the RFP, it shall constitute material breach.

30.3 Obligations during Termination Period.

- a) During Termination Period, Agency shall, subject to where applicable to the provisions of this Article, continue to perform its obligations under this Contract including and not limited to co-operation and co-ordination with DGCA as per the provisions of the contract, failing which the Agency shall compensate DGCA for any loss or damage occasioned or suffered on account of the underlying failure/breach. Even on termination of this Agreement, Agency will be responsible for the continuity of the services to the Stakeholders during the Transition Period.
- b) During termination, Agency will hand over all data in formats requested by DGCA, and all the databases to DGCA and other assets exclusively purchased for DGCA and /or created during the term of this Agreement. All the ownership rights etc on the application, infrastructure, and all the assets will always remain vested with DGCA.

- c) **DGCA Supplied Equipment and facilities:** Agency shall handover the peaceful possession of all the equipment and facilities supplied by DGCA including and not limited to DGCA Supplied Equipment and to the Project Sites, pursuant to the Project. DGCA shall be entitled to claim the damages in case of damage to any of the above mentioned equipment, facilities and sites etc by the Agency.

30.4 Effects of termination

- a) In the event that DGCA terminates this Agreement pursuant to failure on the part of the Agency to comply with the conditions as contained in this contract and depending on the event of default, Performance Guarantee furnished by Agency shall be invoked.
- b) Upon termination of this Agreement, the Parties will comply with the Exit Management as provided in this contract.
- c) On termination, Agency will hand over all data in formats requested by DGCA, and all the databases to DGCA and other assets exclusively purchased for DGCA and /or created during the term of this Agreement. All the ownership rights etc on the application, infrastructure, and all the assets will always remain vested with DGCA.
- d) In the event that DGCA terminates this Agreement, the compensation will be decided in accordance with the Terms of Payment and the applicable provisions related to penalty, liquidated damages etc provided in the contract.
- e) On termination of this Contract the Agency must:
 - i. Stop work on the Services;
 - ii. Deal with DGCA Material as reasonably directed by the DGCA; and
 - iii. Return all the DGCA's Confidential Information to the DGCA.

30.5 Liquidated Damages (L.D.)

- a) If the Agency fails to complete/achieve corresponding module or deliverable as provided in the RFP before the scheduled date or the extended date for various activities given in the RFP or if Agency repudiates the Contract before completion of the Project then the DGCA, at its discretion, may without prejudice to any other right or remedy available to DGCA under the Contract can recover from the Agency Liquidated damages @ 0.5% of the contract price of the corresponding module or deliverable, as provided in the RFP, for every week of delay or for part of a week, subject to the maximum value of not more 10% of corresponding modules payment(as per RFP) of delayed/undelivered services in the form of Liquidated Damages and no further proof regarding loss would be required.

- b) The DGCA may without prejudice to its right to affect recovery by any other method, deduct the amount of damages from any money belonging to the Agency in its hands or which may become due to the Agency. Any such recovery of damages shall not in any way relieve the Agency from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

30.6 Termination of this Agreement due to bankruptcy of Agency

Without prejudice to any other rights and remedies available to DGCA, DGCA may serve written notice on Agency at any time to terminate this Agreement with immediate effect in the event that the Agency reporting an apprehension of bankruptcy.

30.7 Survival

The following clauses survive the termination and expiry of this Contract:

- i. Clause 14 (Intellectual Property);
- ii. Clause 18 (Indemnity);
- iii. Clause 20 (Insurance);
- iv. Clause 21 (Confidentiality and privacy);
- v. Clause 22 (Protection of personal information);
- vi. Clause 24 (Security);
- vii. Clause 26 (Audit and access);
- viii. Clause 28 (Dispute Resolution)
- ix. Clause 32 (Exit Management).

30.8 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

31 Risk.

Until transfer in accordance with the Contract, during the Project, the Project Assets shall remain at the sole risk of Agency.

32 Exit Management

32.1 Purpose

- a) This Clause sets out the provisions, which shall apply prior to the expiry of the Agreement or termination of the Contract is initiated, or when DGCA intends to facilitate an understanding of the Agency's work, operations and the systems for DGCA or any nominee/s of DGCA and during the Comprehensive Project Management Consultancy for this eGCA project of DGCA.

- b) It sets out the provisions which shall ensure that DGCA shall be able to offer the services to its stake holders without any interruptions on expiry or termination of the contract.
- c) Continuity and performance of the Services at all times including the duration of the contract and post expiry of the contract is a critical requirement of DGCA. It is the prime responsibility of Agency to ensure continuity of service at all times of the contract including exit management period and in no way any facility/service shall be affected/degraded. Further, Agency is also responsible for all activities required to train and transfer the knowledge to the Replacement Agency to ensure similar continuity and performance of the services post expiry of the contract. Agency shall be required to carry out a gap analysis of the facilities and arrangements made by the Agency and specifically inform DGCA.
- d) It sets out the mechanisms for Exit Management Services the Agency is to provide on termination or prior to expiration of the Agreement to allow the orderly and efficient transition of the Services to DGCA or its nominee.
- e) It sets out the mechanisms for managing the Knowledge Enablement Services the Agency has to provide to allow DGCA to create an understanding of various aspects related to Scope of Work defined in the RFP for itself or its nominees or any designated agencies.

32.2 Initiation.

- a) In case of successful completion of contract the provisions for Exit Management Services are invoked at least six months prior to the expiry of the Contract and in case of premature termination of the contract, on the day of notice of termination, till the time exit management services are executed to the satisfaction of DGCA.
- b) The DGCA has the right to alter in consultation with the Agency, the timelines mentioned here based on the circumstances prevailing at the time of availing the Exit Management Services.
- c) In case Agency desires to close or shut down its business then in that case, Agency shall inform DGCA at least six (6) months before closing its business. Failure on the part of Agency in informing DGCA about its intention to close its business shall make DGCA entitled to claim compensation and invoke the Performance Bank Guarantee.
- d) In case of expiry of the Contract or part of this project work, the provisions of this Clause shall come into effect six months prior to the contract for the particular service is coming to an end or six months prior to the expiry of the contract.

- e) However if DGCA in the intervening period invokes the provisions of the Contract and extends the term of the Contract for the particular service, the provisions of the schedule will not come into effect at that time but at the expiry of such extended period, provisions of this Schedule of Exit Management of the Contract shall apply. Both the Parties of this contract shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Plan which the Agency is required to submit within three months from the date of award of contract and agreed to by the DGCA. Such exit management plan will become part of the contract and accordingly shall be binding on both the parties.

33 Notices and other communications

a) Service of notices

A Notice must be:

- i. in writing, in English and signed by a person duly authorized by the sender; and
- ii. hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in Contract Details, as varied by any Notice given by the recipient to the sender.

b) Effective on receipt

A Notice given in accordance with this clause takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- i. if hand delivered, on delivery;
- ii. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);
- iii. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00 pm on a Business Day, the Notice is taken to be received at 10.00 am on the next Business Day.

34 Miscellaneous

a) Varying the Contract

This Contract may be varied only in writing signed by each party.

b) Fairness and Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

c) Undertaking that the Company/Firm/Entity has neither been debarred nor being blacklisted.

The Agency must submit duly signed undertaking that it has neither been blacklisted nor has been debarred by any Central/State Govt Agency/PSU from participating in such tendering process. The format of undertaking is annexed as **Annexure-III. Submission of this undertaking is a pre-requisite of signing this Agreement.**

d) Approvals and consents

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

e) Assignment and novation

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

f) Costs.

Each party must pay its own costs of negotiating, preparing and executing this Contract.

g) Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

h) No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

i) Entire agreement

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

j) Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

k) Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

l) Waiver

Waiver of any provision of or right under this Contract:

- i. must be in writing signed by the party entitled to the benefit of that provision or right; and
- ii. is effective only to the extent set out in any written waiver.

m) Relationship

- i. The parties must not represent themselves, and must ensure that their officers, employees, and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- ii. This Contract does not create a relationship of employment, agency or partnership between the parties.

n) Announcements

- i. The Agency must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the DGCA's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).
- ii. If the Agency is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract the Agency must, to the extent practicable, first consult with and take into account the reasonable requirements of the DGCA.
- iii. Where reasonably practicable, the DGCA will, on or before making a public announcement in connection with this Contract or any transaction contemplated by it, provide notice to the Agency of the general nature of the announcement. For the avoidance of doubt, the DGCA does not require the consent of the Agency to the making of the announcement.

o) Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules.

Subject to the provisions related to Arbitration contained herein above (in this contract), all disputes between the parties pertaining to this Contract shall be subject to the jurisdiction of the Competent Courts at Delhi only.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of the Agency by:

SIGNED, SEALED AND DELIVERED
For and on behalf of the DGCA by:

(Signature)
(Name)
(Designation)
(Address)
(Phone/Fax No.)

(Signature)
(Name)
(Designation)
(Address) (Phone/Fax No.)

In the presence of:
Witness 1.

Witness 2.

Annexure-I

Performance Bank Guarantee (To be submitted prior to signing this agreement)

<Location, Date>

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Nodal Agency>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<**Name of the Bank**>>a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. <<Insert Value>> (Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>>(Rupees <<insert value in words>>only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<Insert Value>> (Rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>failing which our liability under the guarantee

will automatically cease.

Annexure-II

MUTUAL NON-DISCLOSURE AGREEMENT
(To be submitted prior to signing the main agreement)

This Mutual Non-Disclosure Agreement ("Agreement") is made and entered into on this ____ day of _____, 2017

BETWEEN

DGCA, having its Office at _____ (hereinafter referred to as '**DGCA**') which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns of the **ONE PART**;

AND

_____, a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as '**Agency**') which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, permitted assigns and affiliates of the **OTHER PART**.

The '**DGCA**' and the '**Agency**' are hereinafter collectively referred to as '**Parties**' & individually as '**Party**'.

WHEREAS:

DGCA and Agency are in the process of consultations and discussions pertaining to Comprehensive Contract of Providing Project Management Consultancy Services for eGCA project of DGCA by Agency.

It is anticipated that during the process described above, and during the performance of the definite services contract, if any, executed between the parties it may be necessary for the parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (hereinafter collectively referred to as "**Confidential Information**").

DGCA and Agency are executing this Agreement to specify the terms and conditions in respect of the use of the Confidential Information disclosed by the Parties to each other in their negotiations with each other to establish a business relationship.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

- 1. Confidential Information:** Confidential Information shall mean any information disclosed by ONE PARTY (hereinafter "The Disclosing Party") to the OTHER PARTY (hereinafter "The Receiving Party"), either directly or indirectly, in writing, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation,

discs and code). Confidential Information shall include, without limitation, any materials, trade secrets, know-how, formulae, processes, algorithms, ideas strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and /or future business and operations of the Agency and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. In order to treat any information as Confidential Information, the Disclosing Party, when sharing of such information in paper or electronic form, shall clearly mark such information as confidential. When Confidential Information is shared orally, it shall be reduced in writing (in paper or electronic form) within one week of sharing of information, and shall be clearly marked as confidential. Unless any information shared by Disclosing Party is marked as confidential in the said manner, it shall not be treated as Confidential Information for the purpose of this Agreement.

2. Upon receiving the Confidential Information, the Receiving Party shall keep in confidence and shall not disclose to any person or entity:
 - a. Any of the Confidential Information disclosed by the Disclosing Party;
 - b. the discussions that are taking place between the parties concerning the Project Management Consultancy and eGCA project of DGCA nor the status, terms, conditions or other facts concerning such discussions;
 - c. The identities of any of the parties by name or by any identifiable description in connection with the parties' participation in the Contract.

Except as otherwise provided by the terms and conditions of this Agreement, the Receiving Party shall exercise the same degree of care to guard against disclosure or use of such information, as Receiving Party employs with respect to its own Confidential Information, but in any event, not less than reasonable care. The Receiving Party shall make the Confidential Information disclosed by the Disclosing Party available only to those of its employees, officers, directors, agents, advisors or any persons employed by the Receiving Party and/or involved in the project having a "need to know" in order to carry out the purposes of this Agreement ("Authorised Person(s)").

Further, the Receiving Party shall not make any other use of the Confidential Information for its own benefit or that of any third party except for the purposes of this project nor make unnecessary copies of the same without the prior written approval of the Disclosing Party.

3. The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
 - a. Is in or enters the public domain, other than by breach of this Agreement; or

- b. Is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this Agreement; or
 - c. Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
 - d. Is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or order of a relevant court of law provided that the Receiving Party will provide the Disclosing Party with prompt written notice of such request (the “**Disclosing Notice**”) containing (i) details of the person requiring such disclosure, (ii) the contents/nature of information required to be disclosed, and (iii) the cause and time period within which the disclosure is required to be made.
4. Each party shall ensure that each of its Authorised Person(s) to whom Confidential Information is disclosed strictly comply with the terms of this Agreement as if he was a party thereto, and shall take all steps available to it to enforce such obligations of confidentiality.
5. All written Confidential Information or any part thereof (including without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials as are in possession, power or control of the Receiving Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party except that the Receiving Party may retain one copy of such Information as may be required to be retained by law and regulations applicable to the Receiving Party. In the event of the destruction of the Confidential Information, the Receiving Party shall certify in writing to the Disclosing Party, within thirty (30) days, that such destruction has been accomplished. The Receiving Party shall make no further use of nor retain such Confidential Information in any form whatsoever.
6. Without prejudice to the generality of other clauses in this agreement, Parties unconditionally and irrevocably undertake not to:
- a. attempt to solicit or entice away from the other Party or any of its Associates and ensure that none of its Associates or Authorised Person(s) shall solicit or entice away from the other Party or any of its Associates, any director, officer, agent or employee(s) presently in the employment of the other Party or any of its Associates (whether or not such person knows of any of the Confidential Information) without the other Party’s prior written consent.
 - b. in connection with its appraisal of the Confidential Information as provided herein or otherwise, make contact, directly or indirectly, whether by itself or through its Associates and/or Associated Person (s), with any customer, supplier, or with any other person connected with the other Party or any of its Associates without the other Party’s prior written consent.

7. The rights, powers and remedies provided in this Agreement is cumulative and do not exclude the rights or remedies provided at law and in equity independently of this Agreement.

8. The Parties agree and acknowledge that money damages are not a sufficient remedy for any breach of this Agreement by the breaching Party and that the non – breaching Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

9. This Agreement shall be effective from the date hereof and shall be valid for a period of (to be mutually decided by the parties). During the term of this Agreement, either party shall be entitled to terminate this Agreement upon giving the other party _____ (___) day's prior written notice. The obligation to maintain the confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall survive for _____ years from the expiry or termination of this Agreement.

10. The Disclosing Party does not warrant that the Confidential Information it is disclosing hereunder will meet the requirements of the Receiving Party or that such Confidential Information, when combined with other information or when used in a particular manner by the Receiving Party, will be sufficient or suitable for the Receiving Party's purposes. The Disclosing Party neither assumes any responsibility or liability nor makes any representation or warranty whatsoever under this Agreement for any consequences of the use of the Confidential Information by the Receiving Party or its Authorised Person(s) or for its accuracy, completeness or sufficiency thereof. Accordingly, the Disclosing Party shall not have any liability or responsibility whatsoever for any errors or omissions in or any decision made by the Receiving Party in reliance on the Confidential Information. This Agreement shall create no obligation whatsoever on the Disclosing Party to disclose any particular kind or quantity of information to the Receiving Party.

10. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party will not develop for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the

confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know how or techniques contained therein.

Neither Party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

Notwithstanding what is contained herein, the Receiving Party shall not reverse – engineer, decompile, or disassemble any Confidential Information declared in computer readable or electronic form.

12. This Agreement is not intended to constitute, create, give effect to, or otherwise recognise a joint venture, partnership or formal business entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Each party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other.

13. Nothing contained in this Agreement shall be deemed to grant, whether directly or by implication, any right, (whether by license or otherwise), under any patent(s), patent applications, copyrights or other intellectual property rights with respect to any Confidential Information, except the limited right to use and review the Confidential Information as necessary to explore and carry out the proposed purpose between the Parties. It is however agreed and understood between the Parties that the Receiving Party shall not be liable for any claim or liabilities whatsoever if any made by a third Party claiming or alleging breach of any intellectual property rights by the Receiving Party in connection with the use of Confidential Information by the Receiving Party under this Agreement.

14. This Agreement contains the entire understanding between the parties with respect to the safeguarding of the said Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorized representatives of all the parties.

15. This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of India.

16. This Agreement may be amended or modified only with the mutual written consent of the Parties.

17. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by either party save and except prior written permission of the other party.

18. If any dispute, difference, claim or question arises between the parties hereto in any matter touching these presents or any claim or thing herein contained or as to any matter or in any way connected with or arising out of these presents or the operation thereof or the rights, duties or liabilities of either party thereof in connection with these presents, the parties hereto shall endeavor their best to settle the said disputes or differences amicably between themselves by negotiations at the highest levels of management of both parties, failing which the dispute shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons therefore. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

19. Subject to the arbitration clause herein contained, all disputes between the parties pertaining to this agreement shall be subject to the jurisdiction of the competent Courts at Delhi only.

20. If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision, which shall be in full force and effect.

21. No breach of any provision of this Agreement can be waived unless done so in writing, executed by the waiving party. The waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any provision of this Agreement.

22. In the event of a change in law or regulations which affect any of the parties' obligations under this Agreement, the parties will co-operate in good faith to agree any necessary amendment(s) or variation(s) in the Agreement.

23. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, one business days following delivery upon confirmation of transmission by the sender's electronic mail device or seven business days following mailing by registered or certified mail (return receipt requested postage prepaid).

For DGCA	For _____ (Agency)
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IN WITNESS WHEREOF THE PARTIES AFORESAID HAVE SIGNED THIS AGREEMENT ON THE DATE AFOREMENTIONED IN THE PRESENCE OF THE UNDERNAMED WITNESSES.

For and on behalf of
DGCA

By: _____

Title: _____

Witness:

For and on behalf of
_____ (Agency)

By: _____

Title: _____

Witness:

UNDERTAKING

It is certified that firm/agency/company..... (name of entity)..... has never been black listed by any of the Central Govt./State Govt. Organisation/Departments/Autonomous institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on ____/____/2017.

Place:

Signature of the Tenderer

Name of the Signatory

Date: ____/____/2017

Name of the Firm/agency

Seal of the Firm/Agency

Schedule- 1

Contract Details

Item Number	Description	Details
1.	DGCA details	[insert name of Client] [insert street address] [insert ABN]
2.	Agency details	[insert name of Agency] [insert street address] [insert ABN]
3.	DGCA Representative	After award of contract
4.	Agency Representative	After award of contract
5.	Business Hours	As specified in Draft Agreement
6.	Commencement Date	
7.	Initial Contract Period	As specified in RFP
8.	Relevant Industry Standards	As Mentioned in RFP
9.	Specified Personnel	After award of contract

Schedule 2 –Scope of Work - As per Clause 2.8 of RFP

Schedule 3 – Payment Schedule-As per Clause 2.10 of RFP

Schedule 4 – DGCA Requirements- As per RFP

Schedule- 5

Change Order

In furtherance of and while including the details mentioned in Para 2.12 of RFP, the Change Request must also include the information given in the format appended below.

1.	Change Order number	
2.	Raised by	
3.	Details of change(use attachments if required)	
4.	Implementation date of Change Order	
5.	Effect on Services	
6.	Plan for implementing the change	
7.	Effect on Service Charges	
8.	Effect on Performance Criteria	
9.	Effect on Documentation	
10.	Other relevant matters (eg transitional impacts)	

DGCA

Name (print) Position

Signature Date

Agency Name (print)

Position Signature Date

Schedule-6

Exit Management.

(To be shared by the Agency (Successful Bidder) and accepted by the DGCA

Schedule -7

Governance Schedule

7.1 Purpose

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the relationship between the DGCA and the Agency including the outputs from other Schedules to this Agreement; (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services; (iii) ensure the continued alignment of the interests of the Parties; (iv) ensure that the relationship is maintained at the correct level within each Party; (v) create the flexibility to revise and maintain the relationship and this Agreement during the Term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

7.2 Governance Structure

- a) The Program Governance Structure to be put in place by DGCA will have the following units:
 - i. Steering Committee
 - ii. Program Management Unit
 - iii. Project Implementation Committee.

The composition of each of the above units will be in line with the approach described in the RFP or as decided by DGCA.

- b) Project Directors: The relationship under this Agreement will be operated by the Project Directors appointed by each Party, who will provide the interface between the executive management of the respective Parties.
- c) Before the signing of this agreement, the DGCA and the Agency shall each appoint a Project Director. In the event that either Party wishes to substitute its Project Director it will notify the other Party of such substitution as soon as reasonably practicable but at the latest within seven days of the substitution.
- d) The Project Directors shall have responsibility for maintaining the interface and communication between the Parties.
- e) Steering Committee: DGCA will appoint a Steering Committee before the signing of this agreement.

- f) The Steering Committee will meet formally on, at least, a monthly basis at a time and location to be agreed within the Committee. These meetings will cover, as a minimum, the following agenda items: (i) consideration of monthly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in this Schedule; (iv) matters to be brought before the Steering Committee in accordance with this agreement and the Schedules; (v) any matter brought before the Steering Committee by the Agency under this Article; and (vi) any other issue which either Party wishes to add to the agenda.
- g) In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule (As Per RFP), the Parties agree to discuss in the Steering Committee meeting any appropriate amendment in the Agreement, Modules or deliverables or Scope of work including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Process.

7.3 Governance Procedures

- a) The Agency shall document the agreed structures in a procedures manual.
- b) The agenda for each meeting of the Steering Committee shall be set to reflect the discussion items referred to above and extraordinary items may be added either with the agreement of the Parties or at the request of either Party. Copies of the agenda for meetings of the Steering Committee, along with relevant pre-reading material, shall be distributed at least one week in advance of the relevant meeting.
- c) All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- d) The Parties shall ensure as far as reasonably practicable that the Steering Committee shall resolve the issues and resolve the objectives placed before them and that members representing each Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.

Schedule -8

Bid Response.(The Bid i.e. Proposal of the successful bidder in response to RFP submitted for participating in the bid will be attached after award of contract.).

Appendix – V

Integrity Pact Template

PRE-CONTRACT DRAFT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2017, between, on one hand, the President of India acting through Shri, *Designation of the officer*, Directorate General of Civil Aviation O/o Ministry of Civil Aviation, Government of India (hereinafter called the "DGCA", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/CONSULTING AGENCY" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the DGCA proposes to "**Engagement of Consulting Agency for e- Governance of Civil Aviation (e-GCA) Project**" and the BIDDER/CONSULTING AGENCY is willing to offer/has offered and

WHEREAS the BIDDER/CONSULTING AGENCY is a Company registered under Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 Registered with the Service Tax Authorities, constituted in accordance with the relevant law in the matter and the DGCA is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the DGCA to obtain the desired said work define at **Annex** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/CONSULTING AGENCYS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the DGCA will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the DGCA

- 1.1 The DGCA undertakes that no official of the DGCA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through

intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONSULTING AGENCY, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

- 1.2 The DGCA will, during the pre-contract stage, treat all BIDDER/CONSULTING AGENCY alike, and will provide to all BIDDER/CONSULTING AGENCY the same information and will not provide any such information to any particular BIDDER/CONSULTING AGENCY which could afford an advantage to that particular BIDDER/CONSULTING AGENCY in comparison to other BIDDER/CONSULTING AGENCYS.
- 1.3 All the officials of the DGCA will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONSULTING AGENCY to the DGCA with full and verifiable facts and the same is *prima facie* found to be correct by the DGCA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DGCA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DGCA the proceedings under the contract would not be stalled.

3. Commitments of BIDDER/CONSULTING AGENCY

The BIDDER/CONSULTING AGENCY commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER/CONSULTING AGENCY will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the DGCA, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER/CONSULTING AGENCY further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the DGCA or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- 3.3 BIDDER/CONSULTING AGENCYs shall disclose the name of Consortium/Joint-Venture/ Sub-contracting and representatives and Indian BIDDER/CONSULTING AGENCYs shall disclose their foreign principals or associates.
- 3.4 BIDDER/CONSULTING AGENCYs shall disclose the payments to be made by them to Consortium/Joint-Venture/ Sub-contracting or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER/CONSULTING AGENCY further confirms and declares to the DGCA that the BIDDER/CONSULTING AGENCY is the original not Consortium/Joint-Venture/ Sub-contracting for engagement of Consulting Agency for the project. However, in order to bridge the competency gap in expertise towards aviation regulatory domain, the agency may hire respective domain expert's manpower/ resources from any sources at their end.
- 3.6 The BIDDER/CONSULTING AGENCY, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the DGCA or their family members, Consortium/Joint-Venture/ Sub-contracting or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/CONSULTING AGENCY will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER/CONSULTING AGENCY will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/CONSULTING AGENCY shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the DGCA as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The

BIDDER/CONSULTING AGENCY also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER/CONSULTING AGENCY commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER/CONSULTING AGENCY shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER/CONSULTING AGENCY or an employee of the BIDDER/CONSULTING AGENCY or any person acting on behalf of the BIDDER/CONSULTING AGENCY, either directly or indirectly, is a relative of any of the officers of the DGCA, or alternatively, if any relative of an officer of the DGCA has financial interest/stake in the BIDDER/CONSULTING AGENCY's firm, the same shall be disclosed by the BIDDER/CONSULTING AGENCY at the time of filling the tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER/CONSULTING AGENCY shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the DGCA.

4. Previous Transgression

4.1 The BIDDER/CONSULTING AGENCY declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER/CONSULTING AGENCY's exclusion from the tender process.

4.2 If the BIDDER/CONSULTING AGENCY agrees that if it makes incorrect statement on this subject, BIDDER/CONSULTING AGENCY can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money/Security Deposit

5.1. While submitting commercial bid, the BIDDER/CONSULTING AGENCY shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the DGCA through any of the following instruments:-

(i) Bank Draft or a Pay Order in favour of _____.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to DGCA on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the DGCA shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to complete satisfaction of both the BIDDER/CONSULTING AGENCY and the DGCA, including warranty period, whichever is later.

5.3 In the case of successful BIDDER/CONSULTING AGENCY a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the DGCA to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the DGCA to the BIDDER/CONSULTING AGENCY on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER/CONSULTING AGENCY or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTING AGENCY) shall entitle the DGCA to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER/CONSULTING AGENCY. However, the proceedings with the other BIDDER/CONSULTING AGENCY(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either

fully or partially, as decided by the DGCA and the DGCA shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/CONSULTING AGENCY.

(iv) To recover all sums already paid by the DGCA, and in case of an Indian BIDDER/CONSULTING AGENCY with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/CONSULTING AGENCY from a country. If any outstanding payment is due to the BIDDER/CONSULTING AGENCY from the DGCA in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bank guarantee, if furnished by the BIDDER/CONSULTING AGENCY, in order to recover the payments, already made by the DGCA, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER/CONSULTING AGENCY. The BIDDER/CONSULTING AGENCY shall be liable to pay compensation for any loss or damage to the DGCA resulting from such cancellation/rescission and the DGCA shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONSULTING AGENCY.

(vii) To debar the BIDDER/CONSULTING AGENCY from participating in any bidding process of the Government of India for a minimum period of five years, which may be further extended at the discretion of the DGCA.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the DGCA with the BIDDER/CONSULTING AGENCY, the same shall not be opened.

(x) Forfeiture of Performance Bank Guarantee in case of a decision by the DGCA to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The DGCA will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/CONSULTING AGENCY or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONSULTING AGENCY), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the DGCA to the effect that a breach of the provisions of this Pact has been committed by the BIDDER/CONSULTING AGENCY shall be final and conclusive on the BIDDER/CONSULTING AGENCY, however, the BIDDER/CONSULTING AGENCY can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER/CONSULTING AGENCY undertakes that it has not supplied/is not supplying the similar services or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that the similar services/systems or sub-system was supplied by the BIDDER/CONSULTING AGENCY to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/CONSULTING AGENCY to the DGCA, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The DGCA has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to the instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the DGCA.
- 8.6 The BIDDER/CONSULTING AGENCY(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the DGCA including that provided by the BIDDER/CONSULTING AGENCY. The BIDDER/CONSULTING AGENCY will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/CONSULTING AGENCY/Subcontractor(s) with confidentiality.

8.7 The DGCA will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of DGCA/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the DGCA/BIDDER/CONSULTING AGENCY and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the DGCA or its agencies shall be entitled to examine the Books of Accounts of the BIDDER/CONSULTING AGENCY and the BIDDER/CONSULTING AGENCY shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the DGCA.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the DGCA and the BIDDER/CONSULTING AGENCY, including Exit management and Transition

period, whichever is later. In case BIDDER/CONSULTING AGENCY is unsuccessful, this Integrity Pact shall expire after six months from the date of signing the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at _____ on _____.

BIDDER/CONSULTING AGENCY

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation,

Directorate General of Civil Aviation

Witness

Witness

1. _____

1. _____

2. _____

2. _____