

Name of Work: Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI Airport, Varanasi.

E-TENDER DOCUMENT

Tender ID : 2021_AAI_87052_1



Bid Manager : V K Pandey, AGM (E-C)
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**AIRPORTS AUTHORITY OF INDIA
ENGINEERING WING
LBSI AIRPORT, VARANASI**

Index

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Certified that this e-tender document contains pages from **01 to 34** as described above.

AGM (Engg-Civil)
LBSI Airport, Varanasi



संदर्भ सं. : भाविप्रा/वारा/अभि./लैंड सर्वे/ई.एनआईटी-84/

दिनांक : 03.09.2021

Ref No.: AAI/VNS/ENGG/Land Survey/eNIT-84/

Date: 03-09-2021

ई-निविदा आमंत्रित करने की सूचना (2 बीओटी - 2 लिफाफा खुली निविदा)

NOTICE INVITING e-TENDER (2 BOT - 2 Envelope open Tender)

(Tender ID : 2021_AAI_87052_1)

1. Item rate e-tenders are invited through the e-tendering CPP portal by **AGM Engg(Civil), LBSI Airport, Varanasi (Bid Manager)** on behalf of Chairman, A.A.I. from the eligible surveying agencies/consultants for the work of “**Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI Airport, Varanasi using Total Station Machine and Sajra/Maps of Revenue Authority/s of all involving villages.**” Estimated cost **Rs. 9,67,500.00** (Excluding GST) with completion period of 3 (Three) months.

The tendering process is online at CPP-portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero. Prospective Tenderers may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-Portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after login to the CPP-portal <https://etenders.gov.in/eprocure/app> or www.aai.aero. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path aai.aero/tender/e-tender/help desk support.

- (i) For any technical related queries please call the Help Desk. The 24 x 7 Help Desk details are as below:-
Tel. 0120-4200462, 0120-4001002, Mobile: 91-8826246593,
Email: support-eproc@nic.in
Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.
For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between
- (ii) 08:00 hrs to 20:00 hrs. (Mon-Sat)-
011-24774950, Ext-3512 (Six Lines), E-mail:- eprochelp@aai.aero
- (iii) 09:30 hrs to 18:00 hrs. (Mon-Fri)-
011-24774950 Ext-3523, E-mail:- etendersupport@aai.aero,
sanjeevkumar@aai.aero and snita@aai.aero
- (iv) 09:30 hrs to 18:00 hrs. (Mon-Fri)-
011-24657900, E-mail:- gmitichq@aai.aero

Tender processing fee of **Rs. 1,180/- (i/c GST), non-refundable** will be required to be paid online in the form of Net Banking/ RTGS/NEFT at e-tendering CPP-portal.

2. Following 2 Envelopes shall be submitted through online at CPP-Portal by the tenderer as per the following schedule: -

CRITICAL DATA SHEET

Publishing Date	03.09.2021
Bid Document Download / Sale Start Date (Next Day of Publishing Date)	04.09.2021/09:00Hrs.
Clarification Start Date	04.09.2021/09:00Hrs.
Clarification End Date	08.09.2021/18:00Hrs.
Bid Submission Start Date	04.09.2021/09:00Hrs.
Bid Submission End Date	10.09.2021/18:00Hrs.
Bid Opening Date (Envelope- I)	13.09.2021/11:00Hrs.
Bid Opening Date (Envelope- II)	To be intimated later on through CPP Portal
Tender Fee	Rs. 1180/- (Rupees One Thousand One Hundred and Eighty Only) (i/c GST) Non-refundable to be deposited online.
EMD	NIL [There is no requirement to deposit EMD. Agency have to submit a declaration against EMD as per proforma attached (Annexure-VII at Page-33)]

Envelope-I: - (Pre-qualification):-

Bid containing following

A. Pre-qualification documents:-

- i) Scanned copy of Unconditional Acceptance of AAI's tender conditions. (As per Annexure-I, at Page-26 to 27).
- ii) Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- iii) Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Company's Letter Head. (Annexure-II at Page-28)
- iv) Tenderer should deploy sufficient plant and machinery as per the requirement of work in consultation with the Engineer-in-charge (EIC) to achieve the milestones/ targets and overall completion within the time period. Agency should submit undertaking on Company's Letter Head, for T&P (Annexure-III at Page-29)
- v) Companies other than propriety firm shall submit, scanned copy of Authorization Letter/ Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority of assign Power of Attorney.
Proprietary firm shall submit scanned copy of Authorization Letter/ Power of Attorney only if the tender is processed by a person other than proprietor.
- vi) PQ Performa duly filled. (Annexure-A, Page-06).

- vii) Scanned copy of 'Undertaking' regarding registration of GST on Company's Letter Head. (Annexure-IV at Page-30).
- viii) Scanned copy of 'Undertaking' regarding payment of Minimum wages on Company's Letter Head. (Annexure-V at Page-31).

B. Qualifying requirements of contractors / tenderers containing the following:-

- (i) Should have satisfactorily completed (#Phase/ Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works each of **Rs. 3.87 lakhs** or two works each of **Rs. 4.84 lakhs** or one work of **Rs. 7.74 lakhs** in single contract of similar nature work i.e. **Land Survey Works i/c superimposed drawing with state land revenue map** of during last seven years ending on the **last date/extended date of submission of ebid**.

Note: The experience certificate of works completed pre GST era, completion amount will be divided by 1.12 (to exclude pre GST Tax of VAT 12%) to make it at par with experience certificates of Post GST era but excluding GST.

“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid”.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

- (ii) **Should have annualized average financial turnover of Rs. 2.90 Lakhs against works** executed during last three years ending 31st march of the previous financial year. As a proof, copy of abridged Balance sheet along with profit loss account statement of the **Tenderer** should be submitted along with the application. **Tenderers** showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- (iii) The tenderer should have a minimum net worth of **Rs. 1.45 Lakhs** issued by certified Chartered Accountants (Annexure-VI at Page-32).

Envelope-II: - The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the Tenderers. Tenderers are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.

3. Bid Submission:-

The tenderer shall submit their application only at CPP Portal <https://etenders.gov.in/eprocure/app>. Tenderer/ Contractor are advised to follow the instructions provided in the tender documents for online submission of Bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A Breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://etenders.gov.in/eprocure/app>, shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ Modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

6. Bids Opening Process is as below: -

Envelope –I: (Tender processing fee, Declaration against EMD & Pre-qualification documents):

Envelope I containing documents as per Para 2 (A) (uploaded by the tenderers) shall be opened on date & time mentioned in CRITICAL DATA SHEET.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP Portal to seek clarifications. No other means of communication in this regards shall be entertained.

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through CPP Portal or email if required. The tenderer shall upload the requisite clarification/ documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the Tenderers through CPP portal.

Envelope-II (Financial Bid):

Envelope-II containing financial bid of the tenderers found to be meeting the Envelope-I criteria shall be opened on date & time mentioned in CRITICAL DATA SHEET. **(In case the date and time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through CPP Portal).**

7. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
8. AAI reserves the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain / Temporary or Permanent debarment/ black listing by any department of AAI or Central/ State Govt. Depts/ PSUs/ World Bank/ ADB etc. **AAI reserve the**

right to verify the credential submitted by the tenderer at any stage (before or after the award the work) If at any stage, any information/ documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:

- a) Action shall be taken as per declaration against EMD.**
- b) The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.**

- 9. Consortium / JV companies shall not be permitted.
- 10. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
- 11. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/ Directorate of Handicraft and Handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments, shall be applicable for tenders of supply/ service.

AGM(Engg-Civil)
LBSI Airport, Varanasi

TO BE UPLOADED BY APPLICANTS IN ENVELOPE I

Name of Work: “ Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI Airport, Varanasi”.

S.No	Qualifying criterion	Enclosure Check-list
1.0	Envelope I	
1.1	Name and registered office address of the Applicant Contractor/Firm/ Joint Venture Company duly registered/consortium of firms/companies	Copy enclosed: Yes / No
	Telephone, Fax & E-mail	
1.2	Authorized Signatory/ Power of Attorney(Name & Designation)	Copy enclosed: Yes / No
1.3	Scanned copy of Unconditional Acceptance of AAI's Tender Conditions (Performa given in Annexure I)	Scanned copy of Unconditional Acceptance of AAI's Tender Conditions as per Annexure I Enclosed: Yes/No
1.4	Scanned copy of Affidavit regarding minimum wages (As per Annexure- V)	Annexure-V Enclosed: Yes/No
1.5	Scanned copy of Declaration regarding blacklisting (As per Annexure II)	Annexure -II Enclosed: Yes/No
1.6	Scanned copy of undertaking on GST (As per Annexure- IV)	Annexure- IV Enclosed: Yes/No
1.7	Undertaking for deployment of T&P (Annexure-III)	(Annexure-III) Enclosed: Yes/No
1.8	Net Worth Certificate	(Annexure-VI) Enclosed: Yes/No
1.8	Declaration against EMD	(Annexure-VII) Enclosed: Yes/No
1.9	Digitally signed tender document	Enclosed: Yes/No
2.	Envelope-II shall contain Price/ Financial e-bid	
A	Price/ Financial e-bid	To be quoted online through CPP Portal
3.	Any Other information	

DECLARATION

I/We Hereby declare that the documents submitted/enclosed with the tender are true to the best of my/our knowledge and belief. I/we further **undertake** that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in tendering all future AAI works, any other suitable contractual/legal action may be taken against me/us deemed fit by AAI.

Place:

Date:

Authorized Signatory of the contractor/Firm Agency

General Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are generally meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) ~~Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.~~
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other

cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any bid related issue/ query pertaining to technical support or otherwise on CPP portal ([URL:-https://etender.gov.in/eprocure/app](https://etender.gov.in/eprocure/app)) for submission of tender documents should be addressed to AAI Help Desk Support (details also mentioned in the web-NIT) as below:

- (1) For any technical related queries please call the Help Desk. The 24 x 7 Help Desk details are as below:-
Tel. 0120-4200462, 0120-4001002, Mobile: 91-8826246593,
Email: support-eproc@nic.in
Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.
For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between
- (2) 08:00 hrs to 20:00 hrs. (Mon-Sat)-
011-24774950, Ext-3512 (Six Lines), E-mail:- eprochelp@aai.aero
- (3) 09:30 hrs to 18:00 hrs. (Mon-Fri)-
011-24774950 Ext-3523, E-mail:- etendersupport@aai.aero,
sanjeevkumar@aai.aero and snita@aai.aero
- (4) 09:30 hrs to 18:00 hrs. (Mon-Fri)-
011-24657900, E-mail:- gmitchq@aai.aero

In case of technical support regarding e-Tender portal, if the AAI Help Desk is non-responsive the Bid Manager can be contacted as below on all working days from 0930 hrs. to 1800 hrs.

Name : V K Pandey, AGM (E-C)
Telephone No. : 0542-2622040
Extension No. : 503
Mobile No. : 9451325090
E-mail ID : vkp1970@aai.aero

All bid procedure related queries be referred to HELP DESK as above and then to Bid Manager only.

NOTICE INVITING TENDER

GENERAL GUIDELINES FOR THE BIDDERS

1. Item rate e-tenders are invited on behalf of the Airports Authority of India for the work as mentioned at **Page No.1** of NIT.
2. The Tenders shall be in the prescribed Form.
3. The works are required to be completed within the period as mentioned at **Page No.1** of NIT.
4. Contractors who are Shortlisted will be permitted to Tender. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
5. The Accepting Authority shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
6. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so. Such power of attorney to be uploaded with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act,1952.
7. **Tender document can be downloaded from the NIC CPP e-procurement portal** without paying any tender fees. However, to participate in the tender, the Bidders must pay tender fee online as mentioned in NIT.
8. **Tender** documents consisting of plans, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract and other necessary documents will be open for inspection in the office of the **Bid Manager (Asst. General Manager (Engg-Civil), Airports Authority of India, LBSI Airport, Varanasi** between hours of 11.00 am & 4.00 pm every day except Saturday, Sunday and public holidays.
9. **Bidders** are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the probable height of Water Table, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
10. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. will be arranged by the contractor, local conditions, local material rates and other factors having bearing on the execution of the works.

11. **All rates shall be quoted in the CPP e-tendering portal exclusive of GST (Price bid i.e. Envelope-II) and no other format is acceptable.**
12. In the case of item rate Tenders only rates quoted shall be considered. Any Tender containing percentage below/above the rates quoted is liable to be rejected. Tenderers which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Any Tender containing percentage below/above the rates quoted is liable to be rejected.
13. Tenders shall be received through NIC CPP e-tender portal upto the date and time as mentioned at **Page no 2 of NIT** and shall be opened on the date and time as mentioned at **Page No.2 of NIT**.
14. **EMD amount as mentioned in e-NIT shall be accepted online only.**
15. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
- 15.1A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
- 15.2A **major modification** is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI, as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to AAI shall also be treated as a major modification.
- 15.3A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
- 15.4The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
16. On acceptance of Tender earnest money will be treated as part of the security deposit.
17. Airports Authority of India will return the earnest money where applicable to every unsuccessful bidder except as provided in the Tender documents. **AAI will not pay any interest whatsoever.**
18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
19. The Tenderer shall not be permitted to tender for works in Airports Authority of India Land Department, responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an Land officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering in AAI. The contractor shall give a list of AAI Employees related to him.

20. The Tender for works shall remain open for acceptance for a period of **ninety days** from the date of opening of financial bid of tenders (actual opening of financial bid including extended period). If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the AAI, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely, apart from rejecting his tender.
21. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated to the Officer-in-Charge.
22. No Officer of Gazetted rank or other Gazetted Officer employed in Land Department or Administrative duties in Land Department of Airports Authority of India/Govt. of India is allowed to work as a contractor for a period of two years of his retirement from Airports Authority of India/Government service, without the previous permission of Airports Authority of India/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.
23. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected.
24. Also if the credential submitted by the firm found to be incorrect / false or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
- a) **Action shall be taken as per declaration against EMD.**
 - b) **The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.**
25. a) All tendered rates shall be **inclusive of all taxes and levies payable under respective statutes (exclusive GST)**(GST shall be reimbursed to the contractor after submission of proof of deposit of GST to concerned authorities by him). However, pursuant to the Constitution (46th Amendment Act. 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Officer-In-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and/ or Officer-In-Charge and further shall furnish such other information/ document as the Officer-In-Charge may require from time to time.
 - c) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the Officer-In-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

26. The site for the work shall be made available in full or in parts as decided by Officer-in-Charge. No time extension for handing over of site in phases will be granted.

27. MODE OF SUBMISSION OF TENDERS:

All 2 Envelopes shall be submitted through online at e-portal by the bidder as per NIT.

- a) Once the contractor has uploaded the digitally signed unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/ conditions(s) in / along with the Tender Document.
- b) In case, the condition- 27 (a) above is found violated, the tender shall be rejected and and action shall be taken as per EMD Declaration.

28. PROCEDURE FOR OPENING OF TENDERS

Following steps shall be followed for opening of tender documents.

Envelope-I: Envelope-I shall be opened as mentioned in e-NIT.

Envelope-II: Date of opening of Envelope – II (Financial Bid) shall be opened as mentioned in e-NIT.

29. Queries, Replies and Clarifications:

If the bidder has any query related to the Tender Document of the work they should use 'Query/Reply' tab in e-tendering portal to seek clarifications. No other means of communication in this regards shall be entertained.

30. This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

31. Rejection of Tender

- (i) Airports Authority of India reserves the right to reject any or part of tender without assigning any reason. The documentation submitted by tenderers shall not be returned. AAI also reserves the right at its sole discretion not to award any order under this tender call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly what so ever.
- (ii) If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely.
- (iii) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by firms who resort to canvassing are liable for rejection.
- (iv) Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- (v) No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.

- (vi) Tenders with incomplete / ambiguous details are liable to be rejected without seeking any further clarification.
32. Purchase preference to the Central Public Sector Undertakings shall be given, as applicable, on the date of opening of tender.
33. Tenderers are advised to go through the “help for contractors/bidders manual kit” given on the CPP portal <https://etenders.gov.in/eprocure/app> for online guidance, before online registration and submission of their applications/bids and submit their applications along with firms bio-data & self-attested documents/credentials etc. as required as an attachment before due date **as per e-NIT**.
34. AAI is not responsible for any postal delay or delay due to link failure /internet problem etc. in respect of submission /receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required documents /e- Bid is submitted in time.

12. OFFER AND SCOPE OF SERVICES:

- 12.1 The scopes of services to be rendered by the consultant have been detailed in succeeding paragraphs. It is proposed to Carrying out Survey of Airports Authority of India(AAI) land of 774 Acres(Approx.) at LBSI Airport, Varanasi using Total Station Machine and Sajra/Maps of Revenue Authority/s of all villages pertaining to LBSI Airport, Varanasi Area and as per award & other land transfer documents & segregating and Digitalization of all khasras/survey numbers belonging to Airports Authority of India in AutoCAD and marking of village wise boundaries & Airports Authority of India land boundaries and providing measurements at Varanasi Airport..
- 12.2 Intended bidders must visit the Varanasi Airport Area for preparation of detailed measurements. For entering into operational area of Varanasi Airport, necessary entry passes shall be arranged by LM Office of AAI. Necessary correspondence in this regard to be addressed to AGM Engg Civil, LBSI Airport Varanasi-221208. For further assistance, Bidder may contact o/o Asstt. General Manager (LM), AAI, Varanasi Airport, Varanasi

13 SCOPE OF WORK / SERVICES TO BE PROVIDED BY THE CONSULTANT

SCOPE OF WORK

- 13.1 Carrying out Survey of Airports Authority of India(AAI) land of **774 Acres(Approx)** at Varanasi Airport using Total Station Machine and Sajra/Maps of Revenue Authority/s of all villages pertaining to Varanasi Airport Area and as per award letters & other land transfer documents & segregating and Digitalization of all khasras/survey numbers belonging to Airports Authority of India in AutoCAD and marking of village wise boundaries & Airports Authority of India land boundaries and providing measurements of following:

- A. At AAI Land of Varanasi Airport which is in following villages :
- i. Puraraghunathpur
 - ii. Basani
 - iii. Rampur
 - iv. Shishwa
 - v. Sagunaha
 - vi. Ghamahapur
 - vii. Karami

- viii. Mangari
- ix. Baikunthpur
- x. Dayalipur
- xi. Sujanipur
- xii. Gangapur
- xiii. Jagdishpur

- 13.2 Providing Tabular Data showing village wise, item wise total of land area of all items mentioned at (Para 13.1) above duly certified by Respective State Revenue Authorities/Nodal Officer or their authorized representative.

(List A-All AAI land at Varanasi Airport)

<u>SNo</u>	<u>Name of Village</u>	<u>Khasra Number</u>	<u>Land Area</u>	<u>Award No.</u>
	<u>Total/Sub Totals</u>			

- 14 Providing superimposed **original Hard copies** {in 5 sets i/c 2 copies laminated & in (PDF)} of Map (see para 15 below for more information) prepared in AutoCAD (as per para 13 above) on **A0 size paper** duly Certified by Respective State Revenue Authorities/Nodal Officer or their authorized person.

15 Layers of Maps:

- Layer 1 -Original Sajra of Revenue Deptt with original markings as per Sajra.
- Layer-2 -Single piece Sajra of AAI Land in AutoCAD with village boundaries & Khasra number with difference colours for each village as per award.
- Layer 3 -Items mentioned At 13.1 (A) with unique identifications number
- Layer-4-Google image to be fitted on above layers

16 Procedure for Survey

The survey procedure to be followed is total Station and DGPS.

Total Station Survey

- a) Follow the procedure detailed as mentioned in DGPS survey. Each BP must be fixed from at least 2 known locations.
- b) Geo-reference /Plot the data using GCPs. GCPs shall be collected using dual frequency DGPS receivers in real time as per procedure detailed above in GPS survey.
- c) The accuracy desired is 5mm/km and angles to 1"/360 degree.
- d) The distance between the Total Station and the target shall not be more than 100m.

17 DGPS Survey

- a) The Survey shall be carried along the Airport/Village land boundary which is invariably shown by the concerned local revenue department staff with reference to the Revenue Maps.
- b) The Survey should preferably be started from the first BP (Base Point) which is well defined. (Usually the NW Corner of the Airport/Village land in any particular village)
- c) Establishment of Base stations(Control Points)

- Base Stations to be fixed by Multi/Dual frequency DGPS receivers with Survey of India Control Point as reference (to be supplied by GSDL).
 - The minimum observation time for base station shall be 4 hours or less from nearest SOI control point.
 - Required number of Control Points shall be established in such a way that the distance between the DGPS base station & rover shall be less than 5 Km (for single frequency DGPS Rovers) and less than 10 Km (for dual frequency DGPS Rovers)
 - The panoramic view surrounding the Base Station as well as antenna location showing the terrain in near proximity should be digitally photographed (should be taken in three or four different directions) and monumented.
- d) Rovers shall be of Dual/Multiple frequency DGPS receivers within a radius of 10 km from the base. In case Single frequency DGPS receivers are used they should be used within 5 Km radius only. Readings of the BPs shall be taken with a minimum observation period of 10 minutes in case of single frequency DGPS to differentially/correct the DGPS Rover data with base station/control point data.
- e) In case real-time DGPS rovers are used, the Dual Frequency DGOS can be used alone and reading taken when accuracy is within 25 cm.
- f) The height above Mean Sea Level (MSL) shall also be recorded for location.

17 DGPS Survey

- g) The Survey shall be carried along the Airport/Village land boundary which is invariably shown by the concerned local revenue department staff with reference to the Revenue Maps.
- h) The Survey should preferably be started from the first BP (Base Point) which is well defined. (Usually the NW Corner of the Airport/Village land in any particular village)
- i) Establishment of Base stations(Control Points)
- Base Stations to be fixed by Multi/Dual frequency DGPS receivers with Survey of India Control Point as reference (to be supplied by GSDL).
 - The minimum observation time for base station shall be 4 hours or less from nearest SOI control point.
 - Required number of Control Points shall be established in such a way that the distance between the DGPS base station & rover shall be less than 5 Km (for single frequency DGPS Rovers) and less than 10 Km (for dual frequency DGPS Rovers)
 - The panoramic view surrounding the Base Station as well as antenna location showing the terrain in near proximity should be digitally photographed (should be taken in three or four different directions) and monumented.
- j) Rovers shall be of Dual/Multiple frequency DGPS receivers within a radius of 10 km from the base. In case Single frequency DGPS receivers are used they should be used within 5 Km radius only. Readings of the BPs shall be taken with a minimum observation period of 10 minutes in case of single frequency DGPS to differentially/correct the DGPS Rover data with base station/control point data.
- k) In case real-time DGPS rovers are used, the Dual Frequency DGOS can be used alone and reading taken when accuracy is within 25 cm.

- l) The height above Mean Sea Level (MSL) shall also be recorded for location.

18 Conditions to be observed for Survey

- a) As far as possible similar DGPS instruments shall be used for collection of GCPs and all DGPS equipment must be set-in to GCS-WGS84 Datum uniformly.
- b) RAW and post-processed DGPS readings along with original source file for each location shall be submitted every week or as soon as the work is completed, whichever is earlier to GSDL/AAI, Delhi in case of TS, original downloaded file and a CSV file must be submitted along with raw data clearly depicting the occupies station, back station and the co-ordinates in NEZ format.

19 Village Wise Deliverables

The below defined deliverables shall be submitted after completion of field survey of a village.

- a) CAD/SHP files in Geographic Coordinate System-WGS84 datum and Universal Transverse Mercator Projection-WGS84 datum
- b) Village wise RAW and differentially corrected DGPS reading in RINEX and native format (9) decimal places in degrees for latitude and longitude including height above Mean Sea Level (MSL) and Height above Ellipsoid (HAE) in meters.
- c) For Total Station: Unregistered & geo-referenced maps along with GCP's (Raw & differentially corrected DGPS readings) in RINEX and native format.
- d) RAW and post-processed DGPS readings along with original source file for each location shall be submitted every week or as soon as the work is completed, whichever is earlier to Revenue Dept. Varanasi.

The said work is to be carried out with the help of Sajra Map available with the Revenue Department or the layout plan of the other departments and the base map generated by GSDL in respect of Airport/village land. The demarcation work will require use of GPS based instruments to cover all land area of Varanasi Airport. The agency will automatically be giving dataset of demarcation done to land Department so that GSDL data base can be updated.

The agency will be provided with a hard copy of sajra maps or layout plan maps prepared by GSDL/Revenue Department/other departments to Facilitate the survey work. The maps will contain information of Revenue department Khasra layer and may contain roads, building, landmarks. The agency will also be provided with Survey of India (SOI) captured GCP points for reference.

20 Qualification of TSM Survey Machine

- Least count should be 1 second with an accuracy of 5mm.
- The proper calibration certificate

21 Specification for DGPS Machine.

- Must be dual frequency taking 1.1 & 1.2 channels
- Must be able to work in RTK mode with Radio connections
- Minimum 72 channel parallel tracking receiver
- DGPS must be activated for receiving both GPS and GLONASS Satellites.

21. SUBMISSION OF DOCUMENTS AT STAGES AND FEE PAYABLE

S. N.	Document	Weightage of Stages fee	Number of documents	Time Schedule
STAGE - I				
	Carrying out Survey of Airports Authority of India (AAI) land at LBSI Airpot Varanasi using Total Station Machine and Sajra/Maps of Revenue Authority/s of all villages pertaining to Varanasi Airport area as per award & other land transfer documents & segregating and Digitalization of all khasras/survey numbers belonging to Airports Authority of India in AutoCAD and marking of village wise boundaries & Airports Authority of India land boundaries and Providing draft Tabular Data showing village wise, item wise total of land area and of all items mentioned at (para 13.1 A) above.	20%	2	Within 2 month of award of Work
STAGE - II				
(i)	<p>Providing superimposed original Hard copies of Map (in layers as detailed below) prepared in AutoCAD (as per para 14 above) on A0 size paper duly Certified by respective State Revenue Authorities/Nodal Officer or their authorized person.</p> <p>Layers of Maps: Layer 1 -Original Sajra of Revenue Deptt with original markings as per Sajra. Layer-2 -Single piece Sajra of AAI Land in AutoCAD with village boundaries & Khasra number with difference colours for each village as per award. Layer 3 -Items mentioned At 13.1 (A) with unique identifications number Layer-4 -Google image to be fitted on above layers (Hard & Soft copy - within 90 days).</p>	80%	5 sets in PDF (2 sets shall be laminated)	Within 3 months of award of Work

22 SITE VISITS /TRAVEL EXPENSES

22.1 Stages I to II of Schedule of Services

All travel expenses by Consultant/surveyor to visit site or client's office or other offices for attending meetings etc for completion of services assigned (till their approval) in schedule of services stage I, for all packages is deemed to be include in the fees quoted by the consultant No extra payment shall be made on this account.

23 SIGNING OF CONTRACT

The successful tenderer / Contractor, on acceptance of his tender by the accepting Authority, within 15 days from the stipulated date of start of work, shall sign contract agreement on Non-judicial stamp paper of value of Rs. 100. Cost of the same shall be borne by the contractor.

24 TAXES

- 24.1 In case of GST is made applicable for this service (s), it shall be paid to the consultant on submission of the proof that GST has been deposited by the consultant to the concerned government department.
- 24.2 Deduction of **INCOME TAX** shall be made from consultant's bill as per the prevailing Income Tax Act.
- 24.3 Progress payment at each stage shall be made to the consultant based on the quantum of work done in that stage. The fee payable in initial stage till award of work will be based on approved estimated cost. After award of work, fee payable will be based on approved estimated cost or awarded cost whichever is lower and at the time of completion of project fee will be worked out at approved estimated cost, awarded cost or completion cost whichever is lower. Based on above all intermediate payments will be adjusted. Decision of the Engineer-in-charge shall be final.

25 SECURITY DEPOSIT

- a) The amount of the Security Deposit shall be 10 % of the Contract Value otherwise Security Deposit for this Consultancy shall be recovered from the Consultant's running bills @ 10% of the gross amount of the bill till the sums so deducted amount to 10% of the total fees payable to the consultant.
- b) Security Deposit will be appropriated / en-cashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in relevant Clause.
- c) On expiry of defect liability period i.e. six months from the date of completion of the consultancy work, the EIC shall on demand from the consultant, refund the security deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the consultant.

26 TIME AND EXTENSION FOR DELAY

The time allowed for carrying out the survey work as specified in the NIT or the extended time in accordance with conditions shall be the essence of the contract. The execution of survey work shall commence from such time period as mentioned in NIT or from the date mentioned in the award letter whichever is later. If the contractor commits default in commencing the execution of the survey work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to take action as per EMD Declaration.

27 RESCISSION OF CONTRACT

In the event of failure on the part of the consultant to complete their work on time or to the complete satisfaction of Officer-in-charge or in the event of committing a breach of any one or more of terms and conditions of the Agreement, the AAI shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days and in the event of such termination consultant shall be liable to refund the excess payment if any made to him over and above what is due to him on the date of termination and AAI will be entitled to made full use of all or any of the drawings and technical details prepared by consultant. In such case AAI shall have power to engage another firm to carry out the balance work debiting the consultant the excess amount if any so spent subject to a maximum of 10% of the total fees, which could have been paid. Consultant shall pay AAI on demand of such excess expenditure within 30 days of issue of notice failing which consultant firm shall be debarred from consultancy jobs of AAI in future. AAI also reserves the rights to recover the unadjusted amount due from the consultant from any other payment due to consultant.

28 COMPENSATION FOR DELAY

In case the consultant fails to complete the work (as prescribed stage-wise) within the stipulated period and no justifiable reasons are found for the delay, the consultant shall be liable to pay compensation for delay @ 1% of the stage value of the consultancy fee per week of delay. However, the cumulative value of compensation for delay in various stages shall be subject to maximum of 10% of the total Contract Value. Time taken by Authority for approval of drawings, etc. force majeure reasons and any other reasons beyond control of the consultant shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the Authority.

29 FORCE MAJEURE

Force Majeure is hereby defined as cause which is beyond the control of the consultant or the Authority as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the agreement such as:

Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared priorities, guarantees, embargoes, provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

30 DISPUTE RESOLUTION CLAUSE

Except otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out

of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion abandonment thereof shall be dealt with as mentioned hereinafter.

30.1 THROUGH DISPUTE RESOLUTION COMMITTEE

Any dispute as stated above shall be referred in the first place to the dispute resolution committee (DRC) appointed by Competent Authority, i.e., RED-NR/Member(Plg)/Chairman, Airports Authority of India as the case may be.

- i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by Competent Authority, i.e., RED-NR/Member(Plg)/Chairman, AAI as the case may be. The consultant shall write to the Engineer-in-Charge requesting for appointment of DRC.
- ii) DRC, thus constituted may act as 'conciliator' and will be guided by principle of 'conciliation' as included in part III of Arbitration & Conciliation Act, 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute (s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- iii) DRC will give its report within 45 days of its constitution.
- iv) It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor. Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence during pendency of the DRC proceedings. It is also a term of contract that if the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor (s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released with all liability under the contract in respect of these claims.

30.2 ADJUDICATION THROUGH ARBITRATION

If the dispute or differences could not be resolved in terms of Para 30.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Competent Authority, i.e., RED-NR/Member (Plg)/Chairman, AAI as the case may be. The consultant shall write to the Officer-in-

Charge requesting for appointment of Arbitrator for the aforesaid reference. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that if the contractor does not make any request in writing for appointment of Arbitrator in respect of any claim within 120 (One hundred Twenty) days from the date of rejection of dispute / confirmation that the DRC has been failed to resolve the dispute / differences between the parties or expiry of 45 days from constitution of DRC in terms of Clause 30 (1), whichever be earlier, the contractor (s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released with all liability under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes by mentioning the amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of claims by the dispute resolution committee.

The arbitration proceedings under this clause shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification / amendment or re-enactment thereof and the rules made there under for the time being in force.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him.

It is also a term of the contract that fees of the sole Arbitrator and other expenses incurred in arbitration proceedings shall be equally borne by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims. Venue of the arbitration shall be Delhi.

31 OWNERSHIP OF COPYRIGHT

The Consultant hereby agrees that the fees to be paid as provided in this agreement will be in full discharge or functions to be performed by him and no claim whatsoever shall be made against the AAI in respect of any part relating to the plans, drawings and other documents submitted by Consultant.

The drawings, designs, plans, related details prepared and acquired by the Consultant for the work entrusted to him under this Agreement will become the property of AAI. The drawings, designs, plans, related details cannot be issued to any other persons, firms or authority or used by the Consultant for any other project without prior permission of the AAI.

However, the same drawings and design can be utilized by the AAI for future works. The Consultant shall provide all necessary services as included under this contract at half of award fee of the estimated cost of the Awarded cost or completion cost whichever is the least, through a Supplementary Agreement.

32 INDEMNITY

The Consultant shall indemnify the Authority for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or asserted against the Authority in any way in connection with or arising out of the duties under this Agreement.

33 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

- 33.1 After completion of services and approval by AAI for a particular stage as mentioned elsewhere the consultant shall submit his bill in triplicate. AAI has the right to close the contract, postpone the work after completing any particular stage of work due to any reasons for which consultant shall be paid only for those stages which have been completed by the consultant and approved by AAI.
- 33.2 Nothing will be paid to the consultant for any unfinished stages of work for which AAI's written consent to start has not been obtained. In the event of foreclosure of the agreement at any stage the consultant shall not have any claim for the unfinished stages except already finished, accepted and approved by AAI.
- 33.3 Approval of submission of the documents by the consultant in finished shape for a stage could not be done by AAI due to its own reason(s), the payment of such submission will be 75% of payment of that particular completed stage.
- 33.4 Consultant shall submit his bill in triplicate after obtaining approval for the services rendered by him. Authority has the right to foreclose / close the contract/ postpone the work on completion of certain stages for any reason(s) whatsoever. However, consultant will be paid only for those stages which have been completed by him and approved by Authority. No money will be paid to the consultant for unfinished stages of work for which Authority's written consent to start has not been obtained. In the event of foreclosure of the agreement at any stage, the consultant will not have any claim for the unfinished stages except already finished and accepted and approved by Authority.
- 33.5 If any time after acceptance of the contract, Authority shall decide to abandon or reduce the scope of the work(s) for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to the consultant and consultant shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work (s).

34 DEVIATION IN QUANTITIES:

- 34.1 In case of increase/decrease in the scope of work by AAI the consultant will be paid/deducted on pro-rata basis.
- 34.2 Authority also reserves the rights to recover the unadjusted amount due from the Consultant from any other payment due to the Consultant.

35 SUBLETTING OF THE WORK

Subletting in full or part of the work by the consultant is not permissible for this work. Consultant is fully responsible for interaction with AAI in all stages during the contract and providing all the services mentioned in the scope of work and schedule of services of this tender. Only on specific technical reasons consultant may take help of some specialized firms/ Associates for any particular specialized job. However, for such cases also consultant is fully responsible for providing the services and the adequacy of design and drawing.

36 INTERPRETATION

In case of any ambiguity or difficulty in the interpretation of any of the provisions of the agreement, the interpretation of the Member (Planning), AAI shall be final and binding.

**UNCONDITIONAL ACCEPTANCE LETTER OF AAI'S TENDER CONDITIONS
(TO BE PRINTED ON COMPANY'S LETTER HEAD)**

Date: _____

To

Asst. General Manager (Engg-Civil),
Airports Authority of India
LBSI Airport, Varanasi

Sub: “ Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI Airport, Varanasi using Total Station Machine and Sajra/Maps of Revenue Authority/s of all involving villages”.

Sir,

1. The tender documents for the above subject work have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us on CPP portal <http://etenders.gov.in/eprocure/app> which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender uploaded in envelope-I &II. In case, any condition(s) are found in Envelope I (i.e. Technical Bid) then Envelope –II (i.e. Financial Bid) shall not be opened, or if any condition found in envelope –II(i. e. Financial Bid) the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take action as per EMD Declaration (Annexure-VII)..
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I/We will immediately report it to the appropriate authority in AAI.
5. The required EMD declaration performa as per Annexure-VII for exemption of EMD has been submitted.
6. It is confirmed that we will deploy the minimum machinery asked in the Tender notice/document of the work required for completion of work, in time. If additional machinery, over and above the minimum quantity is required at site, same will be deployed, without claiming any extra cost on AAI.

7. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action".

Thanking you,

Yours Faithfully

Date:

**(Signature of the tenderer)
With rubber stamp**

Undertaking Regarding Blacklisting / Debarment

(To be executed on Company's Letter Head)

I/we, hereby undertake that our firm M/s..... is not blacklisted / debarred by Airports Authority of India from participation in any AAI tender. Our firm is not debarred/blacklisted by AAI or Central /State Govt. Depts. / PSUs / World Bank / ADB etc. and the debarment is not in force as on last date of submission of proposal.

I/we further undertake that if the above said declaration is found to be false at any stage. I/we may be debarred from Airports Authority of India for taking participation in all future Airports Authority of India works and any other suitable action may be taken against our company/firm as deemed fit, by Airports Authority of India.

Signature of Director/Proprietor of the company/firm
Name of signatory

Postal address of registered office/company/firm
Email address:
Phone No

Undertaking Regarding T&P / Machinery
(To be executed on Company's Letter Head)

I/we, hereby undertake that our firm M/s.....**possess/lease basis** the required machinery/ T&P. I further undertake that if our firm M/s..... is awarded the work “ **Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI Airport, Varanasi using Total Station Machine and Sajra/Maps of Revenue Authority/s of all involving villages**” (Name of Work) then I/we shall provide the required T&P/machineries either by **purchase or already owned** or on lease hold basis and deploy the same at site for early and satisfactory completion of work as per the approved Programme Chart/Timeline by Officer-in-charge.

Signature of Director/Proprietor of the company/firm
Name of signatory
Postal address of registered office/company/firm
(Stamp of the Firm)

UNDERTAKING OF GST

Undertaking

I /Wehereby by undertake that I/We are registered under GST vide GST registration no

And compliance of GST provision .In case of non-compliance of GST provisions and

Blockage of any input tax credit, I/We shall be responsible of the same and shall indemnity AAI for the loss , if any suffered by AAI

Signature with stamp
Authorized Signatory of the contractor /firm

Place:

Date:

AFFIDAVIT FOR MINIMUM WAGES
(To be executed in Rs. 100/- Non Judicial Stam Paper duly Notarized)

I, (.....), age years S/o
..... Proprietor/ Managing
Partner/ Managing Director of M/s
..... having address do hereby solemnly affirm and state as
follows :

I am competent to swear this affidavit on behalf of (name
of the agency) and hereby confirm that our firm is & will be fully complying to all the
provisions of the Contract Labour (Regulation & Abolition) Act-1970, fully complying
to the legal obligations with regards to payment of minimum wages as per Minimum
Wages Act-1948 and fully complying to all the provisions of EPF & MP Act-1952 for
deduction & deposit of provident fund to Statutory Authorities as applicable, as per
the prevailing Govt. Statutory Laws, Rules & Regulations etc.
Any lapses/defaults found on the part of our firm in this regard shall be our sole
responsibility, and any suitable action may be taken against our company/firm as
deemed fit, by Airports Authority of India.

Date:
(Signature of the contractor)
With rubber stamp
(Notary)

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

“It is to Certified that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s
..... (Name & Registered address of individual/firm/company), as on
..... (the relevant date) is Rs.after
considering all liabilities. It is further certified that the Net Worth of the company has not
eroded by more than 30% in the last three years ending on (the relevant date).”

Signature of Chartered Accountant
Name of Chartered Accountant
Membership no. of ICAI
Date and Seal

Proforma for Earnest Money Declaration

(To be submitted on contractor's letter head)

Whereas, I/ We (name of agency)
.....
(name of work)

I/ We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/ We withdraw or modify my/ our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
Or
- (2) If, after the award of work, I/ We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/ We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the contractor(s)

Schedule of Quantities

Item No.	Particular	Unit	Rate in INR (without GST)	Amount in INR (Without GST)
1.	Job work of Carrying out Survey of Airports Authority of India (AAI) land of 774 Acres (Approx.) at LBSI AIRPORT Varanasi UP using Total Survey Machine and Sajra/Maps of Revenue Authority/s of all involving villages, natural boundaries, plots, social infrastructure, major roads, other major landmarks, latitude and longitude, prominent structures, on ground and off ground , etc. with width and Khasra Extrapolation (including Khasra Nos. within the boundary with areas of individual khasra and its area) and Providing Tabular Data showing village wise, item wise total of land area and of all items mentioned in the scope of work duly certified by respective State Revenue Authorities/Nodal Officer or their authorized representative including Providing superimposed original Hard copies of Map prepared in AutoCAD on A0 size paper duly Certified by respective State Revenue Authorities /Nodal Officer or their authorized person.	Each	Per Job	