



AIRPORTS AUTHORITY OF INDIA

TENDER DOCUMENT

FOR

“Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report”.

[Tender ID: 2019_AAI_31141_1]

[Tender Reference No.: AAI/PLG/GFA-Port Blair/Project Report/2019]

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**AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF PLANNING
C-BLOCK, 1st FLOOR, RAJIV GANDHI BHAWAN
SAFDARJUNG AIRPORT
NEW DELHI - 110003**

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Certified that this tender document contains 82 (Eighty-Two) pages only.

Asstt. Gen. Manager (Plg.)
Bid Manager
O/o Executive Director Planning
Airports Authority of India
C- Block, 1st Floor
Rajiv Gandhi Bhawan,
New Delhi-110003, INDIA

A. NOTICE INVITING TENDER (NIT)

1.0 NOTICE INVITING TENDER (NIT)

- 1.1 Lumpsum e – bids are invited through the NIC CPP portal by Asstt. Gen. Manager (Plg.), O/o ED (Planning), Airports Authority of India, C-Block, 1st Floor, Rajiv Gandhi Bhawan, New Delhi – 110003, the Bid Manager, 011-24343154 & 011-24632950 (Extn. 3154), Mobile No. +91-9599085650 on behalf of Chairman, AAI from eligible Consultants/ firms for **“Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report”**
[Tender ID: 2019_AAI_31141_1]
- 1.2 **The contract shall normally be awarded to the qualified and responsive Bidder offering lowest evaluated price bid (Cover-III) in conformity with the requirements of the specifications and tender 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.** A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative.
- 1.3 The Accepting Authority does not bind itself to accept lowest tender or any tender and 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. No claim whatsoever will be entertained on this account

2.0 INTRODUCTION

AAI proposes for “Development of New Greenfield Airport at Port Blair, A&N (UT)”- and require services of expert survey agency for carrying out **“Topography and OLS Survey by Aerial LiDAR (Light Detection & Ranging Technology) by Helicopter/ Fixed Wing Aircraft, Rough Cost Estimates & Preparation of Project Report”** at proposed site of new Greenfield Airport as shown in google map attached with this bid documents and complete the assignment as detailed scope of work/ deliverables given in subsequent paras of this bid documents.

Operational boundaries coordinates of proposed Greenfield airport are marked on the drawing with four corners in the attached google drawing. **(Page-81)**

The award of work to survey agency shall be by call of bids on CPP Portal and Press Advertisement (e-tender route).

3.0 PERIOD OF COMPLETION / BRIEF SCOPE OF WORK

- 3.1 75 days inclusive of period for obtaining all necessary permissions/clearance for survey work by flying helicopter/ fixed wing aircraft (Aerial LiDAR), processing of data, preparation and submission of final report to AAI.

Defects liability period (DLP), is 12 months after completion of survey work.

- 3.2 The scope of work include to establish the necessary Horizontal and Vertical Control Network by Aerial LiDAR Survey with helicopter / fixed wing aircraft of the proposed Greenfield Airport after taking required permissions and to carry out Topographical Survey and Obstacle Limitation Survey including processing & submissions of data and preparation of various Survey and Aeronautical Charts, Rough Cost estimates and Preparation of Project Report. Rendering services during defect liability period.

4.0 ESTIMATED COST

Rough cost estimation of the project for earth work (cutting & filling) to be worked out by successful bidder as per detailed scope of work in Project Report.

5.0 ELIGIBILITY CRITERIA

- 5.1 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://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 tempered/modified in any manner, tender will be completely rejected and EMD forfeited and tenderer is liable to be banned from doing business with AAI.

5.2 Qualifying requirements of consultant/ firms

- a) Should have Permanent Account Number (PAN).
- Should have satisfactory completed survey work for Airports / National Highways/ Railways/ Transmission Lines/ Waterways/ Forest Department etc. in large area by Aerial LiDAR by using helicopter / fixed wing aircraft for **One work of Rs. 1.60 Crores or Two works, each of Rs. 1.00 Crores or Three works of Rs. 0.80 Crores (each work in single contract) during last 7 years ending last date (extended date) of submission of bids.**
(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)

“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”.

In support of the above, the prospective bidders should submit **Client’s completion certificate for the relevant completed works towards work experience with the following details: -**

- i) Name of work
- ii) Stipulated date of start
- iii) Stipulated date of completion as per agreement.
- iv) Actual date of completion
- v) Nature/scope of consultancy work done
- vi) Awarded Cost of Project
- vii) Completed Cost of Project
- viii) Consultancy fees paid

[If any of the above details are not mentioned in the client’s completion certificate, then relevant supporting documents issued by the client such as Work Order/Agreement (relevant pages) etc. shall be submitted as applicable]

For Firms showing work experience certificate in India from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate OR 26AS Statement for full amount of payment received for consultancy work, in support of their claim for having experience of stipulated value of work.

Indian firms showing experience out-side India should have their turnover and work experience certificates self-certified and notarized that the certificate is authentic. Such firms should also submit proof of Tax deduction at source or undertaking/affidavit to this effect, if any.

If an Indian company/firm claims the experience in specific field on the basis of experience of his foreign principals, the firm can be issued tender documents subject to his submitting documentary evidence to prove that Indian company/ Firm is indeed a 100% subsidiary or branch of a foreign company. They shall produce balance sheet showing equity holdings or certificate by the company Chartered accountants/auditors showing equity holding patterns between the Foreign principal company and its Indian subsidiary / branch or a certificate by the Foreign principal company that the Indian company is their wholly owned subsidiary (which should be duly notarized) and the Indian subsidiary company/ branch may be allowed to participate in the AAI tenders.

The foreign principal must submit an undertaking to provide all required technical knowhow to Indian firm for successful completion of the project as per **Annexure-7**.

Note (1): In case the project cost is given in foreign currency, the same shall be brought to current costing level in INR by adopting conversion rate (T.T. Selling) applicable on the last date of month and year of completion of the project and enhancing the same at simple rate of 7% per annum, calculated from the date of completion to last date of submission of bid.

Note (2): In case the project cost is given in Indian currency, the same 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 last date of submission of bid.

- b) **Should have annualized average financial turnover of Rs. 0.60 Crores from the consultancy business during last three years ending 31st March 2019 or up to last financial year / calendar year for which the return have been deposited by the bidder.** (Year-wise information in a tabulated form attested by the certified chartered accountant shall require to be enclosed). As a proof, copy of abridged Balance Sheet along with Profit & Loss Account of the firm should be submitted. The tenders of firms showing continuous losses for the last three years in the balance sheet shall be rejected.

Note: In case the turnover of the Company / Agency is given in foreign currency, the same shall be converted into INR by adopting conversion rate (T.T. Selling) applicable on the last day of financial closing i.e. financial year or calendar year as the case may be.

- c) Should possess the following: -
- (i) LiDAR Survey Equipment
 - (ii) Helicopter or Fixed Wing Aircraft

Documentary Requirement:

Documentary proof of owning and possessing required machinery and T&P shall also be submitted along with the application. Ownership can be either freehold or leasehold or rental in case of Helicopter or Fixed Wing Aircraft whereas ownership should be freehold for LiDAR Survey Equipment. In case, agency do not have their own or possess required plant and machinery in case of Helicopter or Fixed Wing Aircraft, an undertaking (**Annexure-8**) to this effect that the same shall be provided either by purchase or leasehold or rental basis if work is awarded to them, to be submitted along with the application and deployment shall be as per requirement at site decided by the In-Charge of the work.

(iii) **Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.**

(iv) Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

(v) **MICRO AND SMALL ENTERPRISES (MSE)**

i) The agencies registered with NSIC, MSME and UAM (Udyog Adhar Memorandum) etc. under Public Procurement policy for MSE's, are exempted from payment of Tender Processing Fee and EMD. Such firms are required to submit scanned copy of valid registration (giving details of such validity, services etc.) in **Cover-I**.

ii) MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of valid Registration Certificate in **Cover-I**, giving details of such validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

iii) MSE are being registered for specific activities. Thus price / order preference as per Public Procurement policy for MSE's shall be available only for services produced and provided by MSEs and for which they have been registered by GOI.

6.0 TENDER PROCESSING FEE

Tender Processing Fee (non-refundable) of **Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty only)** including GST will be required to be paid offline in the form of Demand Draft from Nationalized or any Scheduled bank (but not from Co-operative or Gramin Bank) drawn in favour of **Airports Authority of India** payable at **New Delhi**. The original demand draft against Tender Processing Fee should reach by post / courier / given in person to the Asstt. Gen. Manager (Plg.), O/o ED (Planning), Airports Authority of India, C-Block, 1st Floor, Rajiv Gandhi Bhawan, New Delhi – 110003, the Bid Manager, 011-24343154 & 011-24632950 (Extn. 3154), Mobile No. +91-9599085650 and should reach before opening of the **Bid (Cover-I) as per Table-1 of Time lines provided on the Page-10**. The details of demand draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

7.0 EARNEST MONEY DEPOSIT (EMD) & UNCONDITIONAL ACCEPTANCE

7.1 Earnest Money Deposit (EMD) of the value of Rs. 4,00,000/- (Rupees Four Lakhs only) shall be accepted offline only in the form of Demand Draft /FDR /Bank Guarantee from a Nationalized or any scheduled bank (but not from co-operative or Gramin bank) (**Annexure-3**) in favour of Airports Authority of India. AAI Bank & Account details for preparation of Bank Guarantee are as follows:

Name of Account Holder: Airports Authority of India
Name of Bank: State Bank of India
Bank Address: Rajiv Gandhi Bhawan, New Delhi-110003
IFSC Code: SBIN0017180
Account No.: 11084236539

Scanned copy of Earnest Money deposit in the form of Demand draft / FDR/ Bank Guarantee along with the letter of undertaking from the depositor to the bank shall be submitted along with other documents in the **Cover -I** on the CPP portal.

- 7.2 The original Demand Draft/FDR/Bank Guarantee against EMD shall reach the office of Bid Manager, at address "Asstt. Gen. Manager (Plg.), O/o ED (Planning), Airports Authority of India, C-Block, 1st Floor, Rajiv Gandhi Bhawan, New Delhi – 110003, the Bid Manager, 011-24343154 and 011-24632950 (Extn. 3154) (Mob-9599085650) on or before **23.09.2019 up-to 1800 Hrs.**
- 7.3 The bidder who fails to submit the original BG/FDR/DD towards EMD, before the stipulated time then their tender shall be rejected out-rightly. Any postal delay will not be entertained.
- 7.4 Scanned copy of Unconditional Acceptance of AAI's Tender Conditions [As per **Annexure 2(A)**] and **Signed Integrity Pact** (as per **Annexure-5**) shall be submitted in Hard Copy as per the time lines mentioned in **clause 10 / Page-10** & in **Cover-I** on the CPP portal, the bidder who fails to submit the same before the stipulated time then their tender shall be rejected out-rightly. Any postal delay will not be entertained.

Note: EMD in the form of Cash or any other form [except Demand Draft /Bank Guarantee/FDR] shall not be accepted.

The agency shall advise the branch of the bank issuing Bank Guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Speed Post/Courier. However, in exceptional cases where the Guarantee is to be handed over directly to AAI for any genuine reasons, the branch shall immediately send by Speed Post/Courier an unstamped duplicate copy of the guarantee directly to AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee.

The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch for confirmation of having issued the guarantee, Branch must send the confirmation letter to the concerned authorities promptly.

8.0 REGISTRATION FOR ONLINE BIDDING PROCESS

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

Prospective Tenderers are advised to get themselves registered at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal <https://etender.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](http://aai.aero/tender/e-tender/helpdesk/support).

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: -

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593,

E-mail: support-eproc@nic.in

Bidders 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 bidder 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)-

011-24632950, Ext-3512 (Six Lines), E-Mail: -eprochelp@aai.aero

- (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)-

011-24632950 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: - gmitcq@aai.aero

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

9.0 QUERIES

- 9.1 If the bidder has any query related to the Tender Document of the work they should use 'Clarification' tab in CPP-tendering portal to seek clarifications. No other means of communication in this regard shall be entertained. Last date and time for raising query shall be as per dates in **Table-1**. **All the queries received within the stipulated last date and time of receipt of queries SHALL ONLY be replied by AAI. Any queries received beyond the stipulated last date & time and received not through CPP Portal will not be considered for reply and will be rejected and shall not form part of the bid submission for evaluation by AAI. No further clarifications / correspondence will be entertained or made by AAI w.r.t. such queries received beyond the stipulated date & time and received other than CPP Portal.**

10.0 TIMELINES

The tender shall be submitted through online e-portal by the bidder through 3 Covers as per following schedule.

Table-1: IMPORTANT DATES

S.N.	Activity		Date & time
1.	Publishing Date	:	30.08.2019 at 1800 Hrs
2.	Bid Document Download/Sale Start Date	:	30.08.2019 from 1800 Hrs
3.	Clarification Start Date	:	30.08.2019 from 1800 Hrs
4.	Clarification End Date	:	08.09.2019 upto 1800 Hrs.
5.	Bid Submission Start Date	:	12.09.2019 from 1800 Hrs
6.	Bid Submission End Date	:	20.09.2019 upto 1800 Hrs.
7.	Last date and time of submission of Original BG / Demand Draft / FDR against EMD and Demand Draft against Tender Processing Fee, Signed hard copy of AAI Unconditional Acceptance Letter and signed Integrity Pact.	:	23.09.2019 upto 1800 Hrs.
8.	Bid Opening Date (Cover-I)	:	24.09.2019 at 1100 Hrs
9.	Bid Opening Date (Cover-II)	:	24.09.2019 at 1500 Hrs
10.	Bid Opening Date (Cover -III) (Price Bid)	:	30.09.2019 at 1500 Hrs

Note: Interested bidders are advised to purchase/download the tender well in advance so that ample time is available for carrying out necessary spade works/site visit before submission of tender.

11.0 BID SUBMISSION

All submissions / enclosures to be continuous serially numbered along-with Index for ease of identification / scrutiny.

Following 3 covers shall be submitted through online through NIC CPP portal by the bidders.

11.1 Cover-I (Tender Processing Fee)

Bid containing scanned copy of Proof of Tender Processing Fee, Unconditional Acceptance of AAI's Tender Conditions, Integrity Pact, and Earnest Money Deposit (EMD).

Scanned copy of following documents to be submitted in Cover -I.

- (i) Fee Cover Proforma (as per **Appendix-X**)
- (ii) Scanned copy of Submission of Tender Processing Fee.

- (iii) Scanned Copy of Earnest Money Deposit (EMD).
- (iv) Scanned copy of Unconditional Acceptance of AAI's Tender Conditions. (As per **Annexure-2 (A)**).
- (v) Scanned copy of Signed Integrity Pact (As per **Annexure-5**).

11.2 Cover-II (Pre-Qualification Bid and Technical Bid)

Cover-II (Pre-Qualification Bid and Technical Bid) Contains following documents:

Containing qualifying requirement of Consultant/Firm: -

The tenderer shall submit their application by downloading the tender document from the CPP portal, fill-up the required information in 'PQ Proforma' and upload the digitally signed fill of scanned documents and firm's bio-data. Hard copy of applications shall not be entertained.

1. Pre-Qualification (PQ) Proforma (Submissions for ascertaining eligibility of applicant firm) (as per **Appendix-Y**).
2. Permanent Account Number (PAN), GST Registration.
3. Proof of work experience.
4. Proof of turnover.
5. Technical Proposal Submission Form [As per **Annexure - 2 (B)**].
6. Undertaking regarding debar/black list as per **Annexure-2 (C)**
7. Undertaking for GST as per **Annexure-2 (D)**
8. Power of Attorney

11.3 Cover-III (Financial Bid)

All the 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 the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quote 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.

12.0 BIDS OPENING PROCESS

12.1 Cover-I: Fee Cover Proforma (As per **Appendix-X**), Containing document for Tender Processing Fee, Unconditional Acceptance of AAI's Tender Conditions, Integrity Pact, and Earnest Money Deposit (EMD) (uploaded by the consultant / firms) shall be opened as per **Table-1**. The intimation regarding acceptance / rejection of their bid will be intimated to the consultant / firms through CPP portal only.

- 12.2 Cover-II:** Pre-Qualification/Technical Bid opening date is as per **Table-1**. (Depending on qualification in **Cover-I**, changes in the dates, if any shall be intimated through 'CPP portal' only).

Evaluation of PQ/Technical bids shall be based on the first submissions. If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I** and **Cover-II**, they will be asked to provide it through clarification section in CPP Portal/e-mail-agmplger@aai.aero. The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which tender will be liable for rejection. No subsequent fresh submission shall be accepted for evaluation.

- 12.3 Cover-III:** The Financial bids of the consultants/firms found to be meeting the qualifying requirements and technical criteria shall be opened on as per **Table-1**. (Depending on Technical Bid evaluation, changes in the dates, if any shall be intimated through 'CPP Portal' only).

13.0 REFUND OF EMD

The refund of EMD to bidders who fail to qualify the eligibility/technical stages shall be processed within 7 days of their rejection. For all bidders whose financial bids are opened, the refund of EMD except for successful bidder (L-1) shall be processed within 7 days of opening of the financial bid.

14.0 OTHER CONDITIONS

14.1 Language

- 14.1.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.
- 14.1.2 The Proposal with all accompanying documents and related correspondence shall be in English language and strictly on the forms provided in this Bid document. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it should be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
- 14.1.3 Tender shall be submitted in English language, if any of the supporting documents is submitted in any language other than English, then
- a) For Indian languages, the translated English version duly notarized by Indian Notary and
 - b) For Foreign languages, the translated English version duly notarized by Indian Notary. All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.

14.2 Taxes

- 14.2.1 Rate to be quoted by the consultant, should be inclusive of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST.
- 14.2.2 GST shall be paid to consultant for any taxable supply/services against a valid tax invoice as per terms and conditions of the contract.
- 14.2.3 Consultant should have registered under GST and compliant of GST provision. In case of non-compliance of GST provisions and blockage of any input Tax Credit, the consultant shall be responsible for the same and shall indemnify AAI for the loss, if any, suffered by AAI.
- 14.2.4 The consultant 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 Work-in-charge and further shall furnish such other information/document as the Work-in-charge may require from time to time.
- 14.2.5 The consultant 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 Work-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

14.3 Others

- 14.3.1 AAI reserves the right to disallow issue of tender document to working consultants / firms whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary/ Permanent debarred by any department of **Airports Authority of India or Central Govt. Depts./ State Govt. Depts. of India or Public Sector Undertakings of Central Govt. & State Govt. of India or World Bank/ Asian Development Bank or any other country**. AAI reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of 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 firm then AAI shall take following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual/legal action.

Note: 'Bidders who have been debarred by **Airports Authority of India or Central Govt. Depts./ State Govt. Depts. of India or Public Sector Undertakings of Central Govt. & State Govt. of India or World Bank/ Asian Development Bank or any other country** and the debarment is in force as on last date of submission of bid, shall not be considered for evaluation. In case above is discovered at later stage, the agency shall be liable for restraintment from bidding in AAI, apart from any other appropriate contractual action including debarment, termination of the contract. The agency shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual action.

Bidders have to submit the undertaking (in **Cover-II**) that their firm is not debarred/blacklisted by **Airports Authority of India or Central Govt. Depts./ State Govt. Depts. of India or Public Sector Undertakings of Central Govt. & State Govt. of India or World Bank/ Asian Development Bank or any other country**. The Performa of undertaking is given at **Annexure 2(C)**.

- 14.3.2 No single firm shall be permitted to submit two separate tenders either as individual or as associate / Consortium or under two different associates/ Consortium. Consortium / JV companies shall not be permitted.
- 14.3.3 No two concerns in which an individual has interest involved, as proprietor, shareholder 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. In case such involvement is detected at a later date during the currency of the project, the agreement shall be terminated without notice and appropriate legal action shall be taken including debarring the agency from bidding in AAI for a period of 3 years.
- 14.3.4 It is the responsibility of the consultant to provide / associate only such sub-consultants who are presently active in the work areas.
- 14.3.5 Evaluation of **Cover-I & Cover-II** of bid shall be carried-out based on the first submissions. However, if required, clarifications on the submissions already made can be sought by AAI.
- 14.3.6 **Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Bids as to the nature of the ground, nature of the site, the means of access to the site, the accommodation they may require, working conditions, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labour etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Bid.**
- 14.3.7 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.
- 14.3.8 Submission of bids by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the works to be done and local conditions, local material rates and other factors bearing on the performance of the contract / execution of the works.
- 14.3.9 The site for the subject work is to be made available by concerned State Govts. / other agencies. The consultant can visit site in coordination with State Govt. / other agencies. AAI will facilitate if required.
- 14.3.10 The bidder shall not be permitted to bid for works in Airports Authority of India, Planning 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 Engineer /Architect 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 relatives to any officer in Airports Authority of India. Any breach of these conditions by the consultant would render him liable to be debarred from tendering for next 3 years.

14.3.11 The consultant shall give a list of AAI employees related to him.

14.3.12 No officer of rank of Assistant Manager and above employed in Engineering/Planning/ Architecture or Administrative duties in these departments of Airports Authority of India/Govt. of India is allowed to work as a consultant for a period of two years of his retirement from Airports Authority of India/Govt. service, without the prior permission of Airports Authority of India/Govt. of India. The contract is liable to be cancelled if either the consultant 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 bid or engagement in the consultant's service.

14.3.13 This notice of bid shall form part of the contract documents. The successful bidders/ consultant on acceptance of his bid by the Accepting Authority, shall within 15 days from the date of award of work sign the contract consisting of Notice Inviting Tenders, Tender provisions/ conditions as issued at the time of invitation of bid and acceptance thereof with any correspondence leading there to.

14.3.14 Once the consultant has uploaded the digitally signed files of bid related documents along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remarks(s)/ conditions(s) in/ along with the bid documents.

14.3.15 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.

Asstt. Gen. Manager (Plg.)
Bid Manager
O/o Executive Director Planning
Airports Authority of India
C- Block, 1st Floor
Rajiv Gandhi Bhawan,
New Delhi-110003, INDIA

SCHEDULES

SCHEDULE `A`

All rates shall be quoted in the format provided and no other format is acceptable. 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 File name. If the BOQ file is found to be modified by the bidder, the bid will be rejected and EMD shall be forfeited.

SCHEDULE `B`

Schedule of materials to be issued to the consultant-Not applicable.

SCHEDULE `C`

Tools and plants to be hired to the consultant - Not applicable.

SCHEDULE `D`

Extra schedule for specific requirements/ documents for the work, if any- Not applicable

SCHEDULE `E`

**Name of work: Development of New Greenfield Airport at Port Blair, A&N (UT)
SH: Topography and OLS Survey by Aerial LiDAR and Preparation
of Project Report**

- | | |
|----------------------------|----------------------|
| i. Earnest Money: | Rs. 4,00,000.00 |
| ii. Performance Guarantee: | 5% of contract value |
| iii. Security deposit: | 5% of contract value |

SCHEDULE `F`

GENERAL RULES & DIRECTION

Officer inviting tender: AGM (Plg.)

Definitions:

1. Office inviting tender: O/o Executive Director (Plg.),
Airports Authority of India,
C-Block, 1st Floor,
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi- 110003

- | | |
|---|--|
| 2. In-charge of work/Work-in-charge: | Jt. G.M. (Plg.) |
| 3. Accepting Authority: | Chairman, AAI |
| 4. Department: | AAI, Planning |
| 5. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance: | within 30 Days |
| 6. Authority for fixing compensation: | Member (Planning) AAI |
| 7. Number of days from the date of issue of letter of acceptance for reckoning date of start: | 10 Days |
| 8. Time allowed for execution of work: | 75 Days
(including mobilization period) |
| 9. Authority to decide: | |
| i. Extension of time: | Member (Plg.) |
| ii. Shifting of date of start in case of delay in handing over of site: | ED (Plg.) |
| 10. Competent Authority for deciding reduced rates: | DGM/ JGM (Plg.) |
| 11. Place of Arbitration: | New Delhi |
| 12. Integrity Pact applicable: | Applicable |

B. GUIDELINES FOR THE BIDDERS

1.0 ETHICS

1.1 FAIRNESS AND GOOD FAITH

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

1.2 STANDARDS OF ETHICS

1.2.1 AAI as well as consultants should observe the highest standard of ethics during the selection and execution of such contracts.

- (a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:
- i) The Bidders and their respective professionals and employees, shall observe the highest standard of ethics during the Selection process of Contractor/ EPC agency. AAI shall reject a bid if it determines that the Bidder has, directly or indirectly, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process of Contractor/ EPC agency.
 - ii) For the purposes of this provision, the terms set forth are defined as follows:
 - iii) 'Corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the above Selection Process;
 - iv) 'Fraudulent practice' means a misrepresentation or omission of facts in order to influence the above Selection Process;
 - v) 'Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the above Selection Process;
 - vi) 'Undesirable practice' means establishing contact with any person connected with or employed with AAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the above Selection Process and 'restrictive practice' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the above Selection Process.
 - vii) All documents and other information supplied by AAI or submitted by Bidder/consultant shall remain or become the property of AAI.
 - viii) Bidders/ Consultant are to treat all information, as strictly confidential. AAI will not return any submissions.
 - ix) Bidders are advised that the selection of Consultant shall be on the basis of lowest quote of consultant and the assessment done by AAI, meeting the tender terms & conditions through evaluation process defined in

this Bid document. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process will be given and that AAI's decisions are final and without any right of appeal whatsoever.

- x) Bidders are advised that AAI will not respond to any enquiries or enter in to communication concerning or relating to the Selection Process.
 - xi) Bidder(s) eventually appointed to provide Consultancy service for this Project, as well as any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project.
 - xii) AAI reserves the right to make inquiries with any of their clients listed by the Bidders in their past experience record.
 - xiii) Bidders or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the Bidder.
- (b) It is further provided that:
- i) AAI will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - ii) AAI will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded an AAI contract if at any time, it determines that the consultant has engaged in corrupt or fraudulent or Coercive or undesirable practices in competing for, or in executing, the contract;

1.3 IMPLEMENTATION OF INTEGRITY PACT

- (a) Signing of Integrity Pact (as per **Annexure-5**) is mandatory for every bidder/consultant in this procurement/bid process, the signed original pact to be sent to the office of **Asstt. Gen. Manager (Plg.), O/o ED (Planning), Airports Authority of India, C-Block, 1st Floor, Rajiv Gandhi Bhawan, New Delhi - 110003**, and should reach before opening of tender (**Cover-I**). Scanned copy of the same may be submitted in the **Cover-I** in e-tendering portal.
- (b) The Bidder shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage as specified in section 3 of the integrity pact.
- (c) Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the authority to take all or any one of the action as specified in section 6 of the integrity pact.

The Independent External Monitor (IEM's) for this work will be:

1. Sh. J. K. Khanna, IPS (Retd.) Email: jkkhannaips@yahoo.com

- (d) The duties, responsibilities and powers of IEM are detailed in section 8 of the IP Act.

- (e) Any query related to tender document or problem in E-bidding process should normally be addressed to bid manager as detailed in para for Queries, Replies and clarifications.
- (f) **No bid procedure related query shall be referred to Independent External Monitors (IEMs).**
- (g) Update with regard Integrity Pact may please be seen on AAI Website by following the access path www.aai.aero>VigilanceEvents>Integrity Pact.
- (h) The Consequences of Integrity Pact may be perused on the website <http://www.aai.aero/>

2.0 COORDINATION

2.1 CO-OPERATION BETWEEN PARTIES

AAI shall nominate an officer to represent it for the purpose of the consultancy contract, the name, designation, and address of the officer so nominated shall be intimated to the Consultant. For all activities, he will be an Project-in- Charge at AAI, CHQ New Delhi. The payment of consultancy shall be dealt at AAI, CHQ, New Delhi.

Similarly, the Consultant will nominate and intimate in writing particulars of their authorized representative to AAI in respect of the Consultancy contract.

It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the Consultancy work.

2.2 AUTHORIZED REPRESENTATIVES

2.2.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed;

- (a) On behalf of AAI by **Work-In-Charge** or his authorised representative.
- (b) On behalf of the Consultant(s) by his/their designated representative.

3.0 QUERIES / AMENDMENT / MOBILIZATION OF RESOURCES

3.1 QUERIES, REPLIES AND CLARIFICATIONS

3.1.1 If the bidder has any query related to the Tender Document of the work they should use 'Clarification' tab in CPP-tendering portal to seek clarifications. No other means of communication in this regards shall be entertained. Last date and time for

raising query shall be as stipulated in NIT. **All the queries received within the stipulated / extended last date and time of receipt of queries SHALL ONLY be replied by AAI. Any queries received beyond the stipulated/ extended last date & time and received not through CPP Portal will not be considered for reply and will be rejected and shall not form part of the bid submission for evaluation by AAI. No further clarifications / correspondence will be entertained or made by AAI w.r.t. such queries received beyond the stipulated/ extended date & time and received other than CPP Portal.**

- 3.1.2 If any clarification is needed by AAI from the bidder about the deficiency in his uploaded documents in **Cover-I & II**, they will be asked to provide it through clarification section in CPP Portal/E-mail of Bid Manager. The bidder shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which bid will not be considered for the subsequent stages.
- 3.1.3 Issues faced / queries of the Bidders pertaining to technical support on e-portal for submission of tender documents should normally be addressed to AAI Help Desk Support (details as mentioned in the web-NIT). In case of technical support regarding E-tender portal, if the AAI Help Desk is non-responsive, the Bid Manager, **Asstt. Gen. Manager (Plg.), O/o ED (Planning), Airports Authority of India, C-Block, 1st Floor, Rajiv Gandhi Bhawan, New Delhi – 110003, the Bid Manager, 011-24632950 (Extn. 3154) (Mob-9599085650), Email ID agmplger@aai.aero.**

3.2 AMENDMENT OF BID DOCUMENT

- 3.2.1 At any time prior to the deadline for submission of Proposal, AAI may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment / corrigendum.
- 3.2.2 All such amendments / corrigendum will be notified in writing through e-portal to all Applicants who have purchased the Bid document. The amendment will also be posted on AAI Website and will be binding on all Applicants.
- 3.2.3 In order to give a reasonable time to the applicant for taking into account an Addendum / corrigendum, or for any other reason, AAI may, at its own discretion, extend the tender sale/bid submission date as considered appropriate.

3.3 MOBILIZATION OF RESOURCES BY THE CONSULTANT

It is the responsibility of the Consultant to mobilize the required Professional/ Sub-Consultants so as to adhere to the timelines for various stages of the activities.

3.4 PROPOSAL AND OTHER COSTS

The Applicant shall be responsible for all of the costs associated with the preparation of its Proposal, including visits to AAI Headquarter/Airport office, Project site etc. AAI will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process. **Consultant shall ensure submission of sufficient copies of documents as required by AAI. In case of any dispute, decision of Member (Planning), AAI shall be final and binding.**

3.5 ASSIGNMENT

The assignment shall not be transferred or assigned in whole or part by the Consultant without prior written approval of AAI to any person / company.

3.6 RIGHT TO ACCEPT ANY PROPOSAL

Notwithstanding anything contained in this Bid document, AAI reserves the right to accept or reject any bids and to annul the Selection Process and reject all bids, at any time without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof and take any such measures as may be deemed fit in the sole discretion of AAI, including annulment of the selection process.

3.7 EFFECTIVE DATE OF START OF CONSULTANCY WORK

The Consultancy work shall be deemed to be effective from the **10th day** of issue of award letter and shall be treated as stipulated date of start.

3.8 AGREEMENT

The contract agreement with the Consultant shall be executed on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only). Cost of the same shall be borne by the Consultant. Delhi Courts will have exclusive jurisdiction.

The successful bidder, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the stipulated date of start of work, sign the contract consisting of Notice inviting Tenders, Tender Document, Queries & Replies, Corrigendum, Correspondences, Bill of Quantity (BOQ) and other relevant document, if any.

4.0 LAWS GOVERNING CONTRACT

- 4.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law. For all purposes the jurisdiction of courts shall within Delhi only.
- 4.2 In rendering their services under the contract, the Consultant shall ensure compliance to the statutes/ norms of the relevant statutory and regularly authorities of India. The Consultant shall keep AAI indemnified against any non-compliance in its part.

5.0 DEFINITIONS

Unless the contract otherwise requires, the following terms whenever used in this Contract shall have the following meaning(s).

- 'Applicable Law' means the laws and any other instruments in force in the India as may be issued and in force from time to time.
- GCC means General Conditions of Contract
- 'Government' means the State and/or Central Government.
- 'Party' means AAI or the Consultant, as the case may be.
- 'Services' means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- 'Sub-Consultant' means any entity to which the Consultant subcontract any part of the Services
- 'Third Party' means any person or entity other than the Government, AAI, the Consultant or a Sub-Consultant.
- 'AAI' means Airports Authority of India and /or their appointed officers for performance of the contract.
- 'Client' means AAI (Airports Authority of India) or organization / agency as the case may be.
- 'Site' means land or other places where the works are to be executed or other working places as may be specifically designated by AAI.
- 'Drawings' means, drawing referred to and /or any modifications to the drawings, approved by AAI.
- 'Works' means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / addition, alternation / substitution as required for performance of the project execution contract.
- 'Personnel' means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- 'Foreign Personnel' means such persons who at the time of being so hired had their domicile outside the Government of India.
- 'Local Personnel' means such persons who at the time of being so hired had their domicile inside the Government of India.
- '*Work-in-charge*' means AAI official(s) or his authorised representative(s) appointed for performance of the PMC/Project Execution Contract as applicable, on behalf of AAI.
- '*NITB*' means New Integrated Terminal Building
- '*MEP*' means Mechanical Electrical and Plumbing services
- '*BMU*' means Building Maintenance Units
- '*ETP*' means Effluent Treatment Plant
- '*STP*' means Sewerage Treatment Plant
- '*AC Plant*' means Air-conditioning Plant
- '*AHU*' means Air Handling Units
- '*PA System*' means Public Address System
- '*DG Sets*' means Diesel Generating Sets
- '*PBB*' means Passenger Boarding Bridges
- '*SCCTV*' means Surveillance Close Circuit TV system
- '*IT*' means Information Technology

- *'AS' means Airport Systems*
- *'APD' means Airport Director*
- *'FIDS' means Flight Information Display System*
- *'ETD' means Explosive Trace Detector*
- *'DFMD' means Door Frame Metal Detector*
- *'HHMD' means Hand Held Metal Detector*
- *'BCAS' means Bureau of Civil Aviation Security*
- *'VHF FM' means Very High Frequency FM*
- *'EPABX' means Electronic Private Automatic Branch Exchange*
- *'IP' means Internet Protocol*
- *'OFC (UTP)' means Optical Fibre Cable*
- *'UPS' means Uninterrupted Power Supply*
- *'VPN' means Virtual Private Network*
- *'CUTE' means Common Utility Terminal Equipment*
- *'CUSS' means Common-Use Self-Service*
- *'CVs' means Curriculum Vitae*
- *'BIS' means Bureau of Indian Standards*
- *'ICAO' means International Civil Aviation Organization*
- *'MoEF' means Ministry of Environment & Forest*
- *'DGCA' means Director General of Civil Aviation*
- *'IIT' means Indian Institute of Technology*
- *'NIT' means National Institute of Technology*
- *'CPWD' means Central Public Works Department*
- *'CTE' means Chief Technical Examiner*
- *'CVC' means Central Vigilance Commission*
- *'PSU' means Public Sector Undertaking*
- *'CEO' means Chief Executive Officer*
- *'MRICS' means Member of Royal Institution of Chartered Surveyors.*
- *'CA' means Chartered Accountant*
- *'ASHRAE' means American Society of Heating, Refrigerating and Air-Conditioning Engineers*
- *'NFPA' means National Fire Protection Association*
- *'GRIHA' means Green Rating For Integrated Habitat Assessment*
- *'LEED' means Leadership in Energy and Environmental Design*
- *'NBC' means National Building Code*
- *'RCC' means Reinforced Cement Concrete*
- *'GFC' means Good For Construction*
- *'BOQ' means Bill of Quantities*
- *'TB' means Terminal Building*
- *'O&M' means Operation & Maintenance*
- *'E&M' means Electrical & Mechanical*
- *'EPF' means Employees Provident Fund*
- *'DRC' means Dispute Resolution Committee*
- *'QCBS' means Quality and Cost Based Selection*
- *'KW' means Kilo Watt*

- *'TR' means Tonnage*
- *'FY' means Financial Year*
- *'IEM' means Independent External Monitor*
- *'Crs' means Crores*
- *'SD' means Security Deposit*
- *'BG' means Bank Guarantee*
- *'C/O' means Construction of*
- *'FAR' means Floor Area Ratio*
- *'PIB' means Public Investment Board.*
- *'MoRTH' means Ministry of Road Transport and Highways*
- *'ATC' means Air Traffic Control*
- *'FS' means Fire Station*
- *'ATCT ' means ATC Tower cum technical block*
- *'ECBC ' means Energy conservation building code*
- *'BMS' means Building Management System*
- *'HVAC' means Heating, Ventilation & Air-conditioning*
- *'QS' means Quantity Surveyors*
- *'EPC' means Engineering, Procurement & Construction*
- *'CPP' means Central Public Procurement Portal*
- *CCEA means Cabinet Committee of Economic Affairs*
- *'NABET' means National Accreditation Board for Education & Training*

6.0 OTHERS

- 6.1 The bids shall be in the prescribed Form.
- 6.2 Not more than one Bid shall be submitted by a bidder or by a firm of bidders. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall bid for the execution of the same works. If they do so, all such Bids shall be liable to be rejected.
- 6.3 Bid document can be downloaded from the NIC CPP portal without paying any Tender Processing Fee. However, to participate in the bid/to submit the bid document, the Bidders must pay required Tender Processing Fee.
- 6.4 Submission of a Bid by bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope of the works to be done and of conditions, local conditions, local material rates and other factors bearing on the works.
- 6.5 The contract will be awarded to the qualified and responsive Bidder with the lowest financial quote and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the highest scorer or any bid or to give any reason for his decision. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative.
- 6.6 A responsive bidder is one who submits the financial bid and accepts all the terms and conditions of the bid document.
- 6.7 A Bidders shall submit a responsive bid, failing which his Bid will be liable to be rejected.
- 6.8 The Accepting Authority is Chairman, AAI.

- 6.9 Bids shall be uploaded by the bidder up-to the date and time and shall be opened by AAI on the date and time as mentioned at **Table-1**.
- 6.10 The Accepting Authority reserves to himself the right of accepting the whole or any part of the Bid and Bidders shall be bound to perform the same at his quoted rates.
- 6.11 On acceptance of Tender earnest money will be treated as part of the security deposit.
- 6.12 Airports Authority of India will return the earnest money where applicable to every unsuccessful bidder.
- 6.13 Canvassing in connection with Bids is strictly prohibited and the Bids submitted by the bidders who resort to canvassing will be liable to rejection.
- 6.14 The Bid for works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of financial bids. If any bidder withdraws their Bid before the said period or makes any modifications in the terms and conditions of the Bid, 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.
- 6.15 On acceptance of the Bid, the name of the nodal/ accredited representative(s) of the Consultant who would be responsible for taking instructions from the Work-in-charge, AAI shall be communicated by the Consultant.
- 6.16 If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy of a nature which results in disqualification the firm, in such eventuality, AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for restrained from bidding in AAI or debarred, for a specified period, apart from any other appropriate contractual/ legal action.

Asstt. Gen. Manager (Plg.)
Bid Manager
O/o Executive Director Planning
Airports Authority of India
C- Block, 1st Floor
Rajiv Gandhi Bhawan,
New Delhi-110003, INDIA

C. SCOPE OF WORK

Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report.

Topography survey, OLS, Aerial survey shall have to be carried out by Air borne LiDAR through Helicopter/ Fixed wing aircraft. All statutory approvals to operate Helicopter / Fixed wing aircraft for carrying out Aerial Survey Work by LiDAR is the responsibility of the Consultant. All necessary charges in respect of the same will have to be borne by the Consultant. However, AAI shall extend all help in the requisite coordination with the government agencies in this regard.

THE SCOPE OF WORK IS, BUT NOT LIMITED TO, AS UNDER:

(A) TOPOGRAPHICAL SURVEY (GREENFIELD AIRPORT)

- 1.0** Site plan in google map with coordinates and draft master plan is attached at **Page-81 & 82.**
- 1.1** Taking of required permissions and deploying requisite aerial survey technology with latest instruments and technologies including sound surveying practice etc. for survey.
- 1.2** To establish the necessary Horizontal and Vertical Control Network for Aerial LiDAR Survey of the Greenfield Airport and to carry out Topographical Survey using Aerial Survey Technology (Aerial LiDAR & Aerial Image) inside the outer horizontal surface of the proposed Greenfield Airport area.
- 1.3** Virtual Demarcation of the total area (1800 Acres approx.) for Airport, earmarked for development of Airport, as per the Draft Master Plan attached with Bid document.
- 1.4** Aerodrome Reference Point (ARP) should be established (if not available near the approximate Centre of the Runway or Airfield). The elevation of ARP should be taken as the Airport Elevation for practical Purposes.
- 1.5** Carry out the Topographical Survey (with latest instruments and sound surveying practice) of total area (1800 Acres approx.) on a grid of 3m x3m including contouring and to submit proposals of most economic cutting and filling conforming ICAO/CAR/AAI requirement for runway strip/ Taxiway/ Apron / Isolation Bay / Terminal Building /ATC Tower etc.
- 1.6** Preparation and submission of Contour Plans (contour map with 0.5 m interval).
- 1.7** To finalize level and graded ground to match with DGCA/CAR/ICAO/ AAI requirement for slope in both directions also to maintain drainage system considering flooding pattern of adjacent river and sea etc.
- 1.8** Computation of earthwork quantities (cutting / filling) for area of 1800 acres as per drawing on **Page-81**, indicating the extra earth or surplus earth to be disposed off, if any. An optimum section balancing cutting, and filling quantities is also to be worked out, also 3 different proposals for cutting & filling based on topography & drainage analysis are to be submitted. Quantity of excavation, quantity of earth filling and surplus earth disposal (if any) plan to be mentioned clearly.

- 1.9 Computation of earthwork quantities (cutting / filling) for area of 900 acres as per drawing on **Page-82**, indicating the extra earth or surplus earth to be disposed off, if any. An optimum section balancing cutting, and filling quantities is also to be worked out, also. Quantity of excavation, quantity of earth filling and surplus earth disposal (if any) plan to be mentioned clearly.
- 1.10 Survey technology should also bring out presence of rocks and type of rock strata/soil to ascertain its utility for filling.
- 1.11 Checking of data to ensure it is fit for purpose by AAI.
- 1.12 Preparation and submission of proposed levels for runway, apron etc. basic strip, boundary walls i/c retaining wall if any (finished level of earthwork), proposed plinth level of Terminal Building, ATC Tower and other allied structures i/c computation of quantities for earth work in cut and fill for optimization of earth quantity.
- 1.13 Maximum flood level of the water bodies in the near vicinity to the site shall also be considered in finalization of formation levels of the runway, apron, plinth level of the terminal building and ancillary buildings.
- 1.14 Finalization of the orientation of the proposed Runway is based on maximum usability factor based on wind flow pattern. If the orientation of the available land shape and size does not permit to exercise the option of choosing the orientation of the proposed runway in conformance to the Wind Data/ direction, then alternative orientations will have to be worked out to achieve an obstacles free approach surface for any particular direction as well as to fit in the available land shape and size considering the cross wind components for landings and departures.
- 1.15 Agency will be accountable for accuracy of data. AAI may ask for revision of runway layout/levels (etc.) the agency shall resubmit revised quantities/ charts/drawings for revised layout. The amount quoted by agency shall be inclusive of the revised submissions.
- 1.16 Final report (5 Hard copies & 5 Soft copies) of all drawings and documents in editable format shall be provided.

2.0 DELIVERABLES

The following will be the deliverables of the Aerial LiDAR project:

- 2.1 Classified Point Cloud Data in LAS (.las) format.
- 2.2 Topographic map at suitable Scale.
- 2.3 Contours Map at 0.50m interval.
- 2.4 Digital Elevation Model (DEM).
- 2.5 Digital Ortho Imagery, in tiles and seamlessly mosaiced over the survey area.
- 2.6 Earth work calculations & earth disposal plan.
- 2.7 Three alternate proposals for Earthwork calculation /runway orientation.
- 2.8 All data as mentioned in scope of work.
- 2.9 Final Report (5 copies) & 5 sets of soft copy to be submitted.

Surveying agency shall supply 5 sets of all final drawings of Surveyed area including five sets of soft copies in CDs or Pen drives in Auto CAD and PDF format.

3.0 METHODOLOGY

- 3.1 Mobilize and deploy a rotary wing survey Helicopter / Fixed wing aircraft to nearby Airport, fitted with a first order LiDAR Sensor and Digital Camera.
- 3.2 The Helicopter / Fixed wing aircraft will be based at nearby Airport owned by Indian Navy as it offers an ideal base from which to monitor local weather patterns.
- 3.3 Mobilize and deploy a field survey team to the center of the Zone being captured to setup and operate three GNSS base stations.
- 3.4 The GNSS base stations will be setup over known Survey of India Permanent Bench Marks (PBM). Every PBM used as a GNSS base for this project will be surveyed in a braced GNSS network to check the published SoI coordinates.
- 3.5 Acquire simultaneous LiDAR and overlapping frames of Aerial Photography.
- 3.6 Data will be acquired at a nominal altitude of 400 m (1300 Ft.) above the highest regular terrain elevation (excluding mountain peaks) on each run.
- 3.7 After each day survey, the helicopter / fixed wing aircraft will return to base and download the data to removable media under the supervision of the project Security Officer. The data will be checked at the airport to ensure that it is fit-for-purpose.
- 3.8 The data will be shipped to the project Processing Centre by a method approved by the Security Officer designated by Ministry of Defence.
- 3.9 Ground test points will be collected in every 50 km² grid across the project area, except in areas which are inaccessible to field crews. Data quality will be reported as Fundamental Vertical Accuracy, as well as against each of the major land use categories within the project area.
- 3.10 The LiDAR point cloud will be assembled using the Terra Solid suite of software.
- 3.11 The raw image frames will be triangulated, ortho rectified, mosaicked and color balanced using the suitable Photogrammetric Suite software.
- 3.12 Generation of 0.5 m grid Digital Elevation Model (DEM) from the LiDAR mass point data classified as "Ground" only, so that it defines the "bare earth" ground surface.
- 3.13 Client will be kept informed of project progress with reports at fortnightly intervals, and at major project milestones.

4.0 SURVEY DATUM AND COORDINATE SYSTEM

The following Horizontal and Vertical Datum will be used for this project.

Map Projection	Universal Traverse Mercator
Zone	43 N
Horizontal Datum	WGS 84
Vertical Datum	Ortho Height: Survey of India Mean Sea Level (MSL) Ellipsoidal Height: WGS -84
Geoid Model	EGM 2008
Units	Linear in Meters Angle in Degree/Minutes/Seconds

5.0 SENSOR CALIBRATION

LiDAR sensors are kept calibrated to operational standards using a four tiered process.
Factory Calibration – All sensors nominated for this project are under the

manufacturer's Maintenance Agreement which dictates that the sensor will return to the factory every two years for system maintenance and factory calibration.

Regular Calibration – all LiDAR sensors undergo regular calibration at intervals dictated by the following hierarchy:

1. at least every half year; or
2. whenever the system is installed into an aircraft; or
3. whenever the operator records an event which may affect the system calibration; or
4. Whenever the LiDAR Coordinator records a project where data quality drops to a level approaching the manufacturer's minimum accuracy standards.

Project Calibration – Every major project has an in-flight calibration performed at the commencement and at the conclusion of the project.

Every Flight Calibration – Every high accuracy project incorporates provision in the flight plan which allow the system calibration parameters for every flight to be tested, tracked and (if necessary) modified.

6.0 DATA VALIDATION

After data capture, all the input data will be examined for correctness. A detailed report about the data acquisition phase will be submitted to client. The input data for this assignment will be as follows:

- 6.1 Flight trajectories
- 6.2 LiDAR Data
- 6.3 LiDAR Sensor Calibration Report
- 6.4 Images
- 6.5 Camera Calibration Report
- 6.6 GNSS and INS Data
- 6.7 Ground Control Points (Coordinates and Field Sketch)

7.0 DATA CAPTURE SPECIFICATIONS

7.1 LiDAR Specifications

Data density	10 Point / m ²
Fundamental Spatial Accuracy Requirements	<p>Fundamental spatial accuracy of the survey must conform to the following standard:</p> <ul style="list-style-type: none"> • Fundamental Vertical Accuracy (FVA) ≤ +/- 10cm. 95% confidence interval (1.96 x RMSE) • Fundamental Horizontal Accuracy (FHA) ≤ +/- 15cm. 95% confidence interval (1.96 x RMSE)
Horizontal Datum	The World Geodetic Datum 84 (WGS-84).
Map Projection	The coordinate system for all deliverables is Universal Transverse Mercator (UTM).
Vertical Datum	Orthometric: All deliverables specified below as Orthometric will be

	referenced to the Survey of India Vertical Datum (MSL) – as determined by the published heights of local survey control marks within or adjacent to the project extent. Ellipsoid: All deliverables specified below as ellipsoidal will be in terms of the WGS-84 reference frame. The source of the ellipsoidal height control shall be explained in the ‘Post-Survey Spatial Accuracy Report’.
Local Datum	To convert the LiDAR data to MSL, local datum should be developed

7.2 Aerial Imagery Specifications (for both UAV and Aerial Camera Images taken with LiDAR)

Ground Sampling Distance	10 cm
Bands	R G B (Three band natural colour imagery)
End overlap	30% minimum
Side overlap	20% minimum
Collection condition	Same as LiDAR with following additional conditions: <ul style="list-style-type: none"> • Sun angle no less than 30 degrees to minimize shadow • Cloud free with minimal smoke, smog, fog and dust. • Every effort shall be made to avoid breaks within individual flight lines. Where necessary, the entire flight line composed of the resulting segments shall meet all of the requirements set forth in these specifications. Where breaks occur, these shall have an overlap of at least four frames to ensure a stereo model of overlap or tie.
Horizontal Accuracy	10 cm GSD or better for the ortho-photo generated.
Radiometric Resolution	Minimum 8 bit per band in accordance with chosen image format
Horizontal Datum	The World Geodetic Datum 84 (WGS-84).
Map Projection	The coordinate system for all deliverables is the Universal Transverse Mercator (UTM).

(B) OLS, AERIAL SURVEY (GREENFIELD AIRPORT)

- 1.1 Location of Site and surroundings:
- 1.2 SOW of Survey Work:
 - 1.2.1 Establishment of the Primary Airport Control Station (PACS) and Secondary Airport Control Station (SACS) in accordance with AAI aeronautical survey Manual-Part II. PACS/ARP (if not established or available) is required to be established near the approximate geographical Centre of the proposed airport site.

- 1.2.2 The survey work is required to be carried out by taking the references from the established Benchmark for determining the location and elevation of all the significant objects within the aerodrome area and within the 20 Km radius from the approximate centre of the airport.
- 1.2.3 Topographical survey should be conducted and contour interval of 1 m should be provided within proposed runway strip area and contour interval of 10 m should be provided up to 500 m all around from the proposed runway strip.
- 1.2.4 Geographical coordinates for the survey work should be in WGS- 84 System. All the elevation should be in Meters and should be related to the elevation of the ARP/PACS established.
- 1.2.5 Survey will include identification of all man-made as well as natural structures/ features (Roads, buildings, high ground, electric / telephone lines, towers/ chimneys, nallahs/ water streams / rivers, hills etc.) falling in the Obstacle Limitation Surfaces(OLS) shown in **Annexure 1** ,as per accuracy requirements laid down in DGCA CAR.
- 1.2.6 The OLS shall include the following:
 - (a) Transitional surface;
 - (b) Approach surface/ Take-off climb surface;
 - (c) Inner horizontal surface;
 - (d) Conical surface;
 - (e) Outer horizontal surface;

Approach surface area:

Approach surface areas in both the directions of the runway are to be surveyed to ensure the procedures are meeting ICAO and DGCA norms, considering CODE-4 (Instrument), Runway strip width of 300m, divergence 15%, 1: 50 or 2 % Approach slope for calculation of obstacles in the Approach funnel up to 3000m and 1:40 or 2.5% between 3000m to 6600m and 1:7 in the Transitional surface.

The survey will include identification of all man-made as well as natural structures /features (Roads, buildings, high ground, electric/telephone lines, towers / chimneys, nallahs / water streams / rivers, hills etc.) falling in the approach area on both side and establishing their location and elevation (top & base) on a plan.

The objects are required to be shown along with their location and elevation (Top & base) in the following manner: -

- a) Distance 0-500 m – all objects to be shown
- b) Distance 500-1000m – all objects with more than 5 m height from ground level and all objects having top elevation more than runway elevation + 5 m AMSL to be shown.
- c) Distance 1000 -2000m – all objects with more than 10 m height from ground level and all objects having top elevation more than runway elevation + 10 m ASML to be shown. Four or five prominent/ highest trees in the group of trees in radius of 150 m may be shown (instead of showing all trees). In case of building/ houses, four or five prominent/ highest buildings / houses in the radius of 150 m may be shown (Instead of showing all buildings).

- d) Distance 2000-6600m - all objects with more than 20 m height from ground level and all objects having top elevation more than runway elevation + 20 m ASML to be shown. Four or five prominent/ highest trees in the group of trees in radius of 150 m may be shown (instead of showing all trees). In case of building/ houses, four or five prominent/ highest buildings / houses in the radius of 150 m may be shown (Instead of showing all buildings).
- e) Distance 6600 – 15000m- all objects with more than 75 m height from ground level and all objects having top elevation more than runway elevation + 75 m ASML to be shown. Four or five prominent/ highest trees in the group of trees in radius of 150 m may be shown (instead of showing all trees). In case of building/ houses, four or five prominent/ highest buildings / houses in the radius of 150 m may be shown (Instead of showing all buildings).
- f) Distance 15 Kms – 20 Kms – all objects with more than 75 m height from ground level and all objects having top elevation more than runway elevation + 75m AMSL to be shown.
- g) Hill Features – Hill features should be shown by marking peak of the hill and a few prominent contours.

1.2.7 DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the above-mentioned area/surfaces with required accuracy, resolution, and geo-referencing is also required for assessment of infringements and orientation of Runway.

1.2.8 **All GCP's (Ground Control Points) required for Georeferencing purpose, etc. are to be taken by the concerned survey firm itself at its own cost and means,** using minimum technical specifications of the survey equipment as mentioned:

DGPS RTK GNSS Receiver –

Accuracy (RMS):

Static & Fast Static:

Horizontal accuracy – (5 mm ± 0.5 ppm) or better

Vertical accuracy – (10 mm ± 1 ppm) or better

Kinematic, RTK

Horizontal accuracy – 10 mm ± 1 ppm) or better

Vertical accuracy – (20 mm ± 1 ppm) or better

2.0 DELIVERABLES: (IN BOTH HARD COPY AND SOFT COPY-ARCGIS/AUTOCAD & PDF)

2.1 Base Map in the scale of 1:5000 with proposed Runway orientation and Runway end points as per proposed Runway length.

- 2.2 Approach Chart in the scale of 1:5000 with obstacle table as per ICAO Annex 14 and DGCA CAR.
- 2.3 Objects of vertical significance chart in the scale of 1:50,000 covering significant objects up to 20 Km.
- 2.4 Obstacle Free Zone(OFZ) chart in case of precision approach CAT -II & III ILS operations at the airport
- 2.5 Survey report as per AAI format.
- 2.6 Digital Ortho imagery in tiles and seamlessly mosaiced over the survey area and videography file in case of aerial photography and both Digital Ortho imagery in tiles and seamlessly mosaiced over the survey area and classified point cloud data in LAS format with colorized point cloud videography file in case of Aerial LiDAR survey.
- 2.7 DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the mentioned area/surfaces in para 2.6 above with required accuracy, resolution, and geo-referencing.
- 2.8 Contour interval of 1m should be provided within proposed runway strip area and contour interval of 10 m should be provided up to 500 m all around from the proposed runway strip.

(C) Rough Cost Estimates for Earth Work

- 1.1 The Rough Cost Estimates for earth work included in leveling, grading of land earmarked for airport marked in tender drawings & elaborated in the detailed scope of work is to be prepared & submitted in the project report.

2.0 DELIVERABLES:(IN BOTH HARD COPY AND SOFT COPY-ARCGIS/AUTOCAD & PDF)

- 2.1 Rough Cost Estimates for above.

(D) FINAL DELIVERABLES FOR PROJECT REPORT: (IN BOTH HARD COPY AND SOFT COPY-ARCGIS/AUTOCAD & PDF)

- 1.0 The draft Project Report of the work shall consist of –

- 1.1 Background of the project

- 1.1.1 Classified Point Cloud Data in LAS (.las) format.

- 1.1.2 Topographic map at suitable Scale.

- 1.1.3 Contours Map at 0.50m interval.

- 1.1.4 Digital Elevation Model (DEM).

- 1.1.5 Digital Ortho Imagery, in tiles and seamlessly mosaiced over the survey area.
- 1.1.6 Earth work calculations & earth disposal plan.
- 1.1.7 Three alternate proposals for Earthwork calculation / runway orientation.
- 1.2 Base Map in the scale of 1:5000 with proposed Runway orientation and Runway end points as per proposed Runway length.
- 1.3 Approach Chart in the scale of 1:5000 with obstacle table as per ICAO Annex 14 and DGCA CAR.
- 1.4 Objects of vertical significance chart in the scale of 1:50,000 covering significant objects up to 20 Km.
- 1.5 Obstacle Free Zone(OFZ) chart in case of precision approach CAT -II & III ILS operations at the airport
- 1.6 Survey report as per AAI format.
- 1.7 Digital Ortho imagery in tiles and seamlessly mosaiced over the survey area and videography file in case of aerial photography and both Digital Ortho imagery in tiles and seamlessly mosaiced over the survey area and classified point cloud data in LAS format with colorized point cloud videography file in case of Aerial LiDAR survey.
- 1.8 DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the mentioned area/surfaces in para 2.6 above with required accuracy, resolution, and geo-referencing.
- 1.9 Contour interval of 1m should be provided within proposed runway strip area and contour interval of 10 m should be provided up to 500 m all around from the proposed runway strip.
- 1.10 Rough cost estimates for 3 alternate proposals / runway orientation for area of 1800 acres as per drawing on **Page-81**.
- 1.11 Rough cost estimates for area of 900 acres as per drawing on **Page-82**.

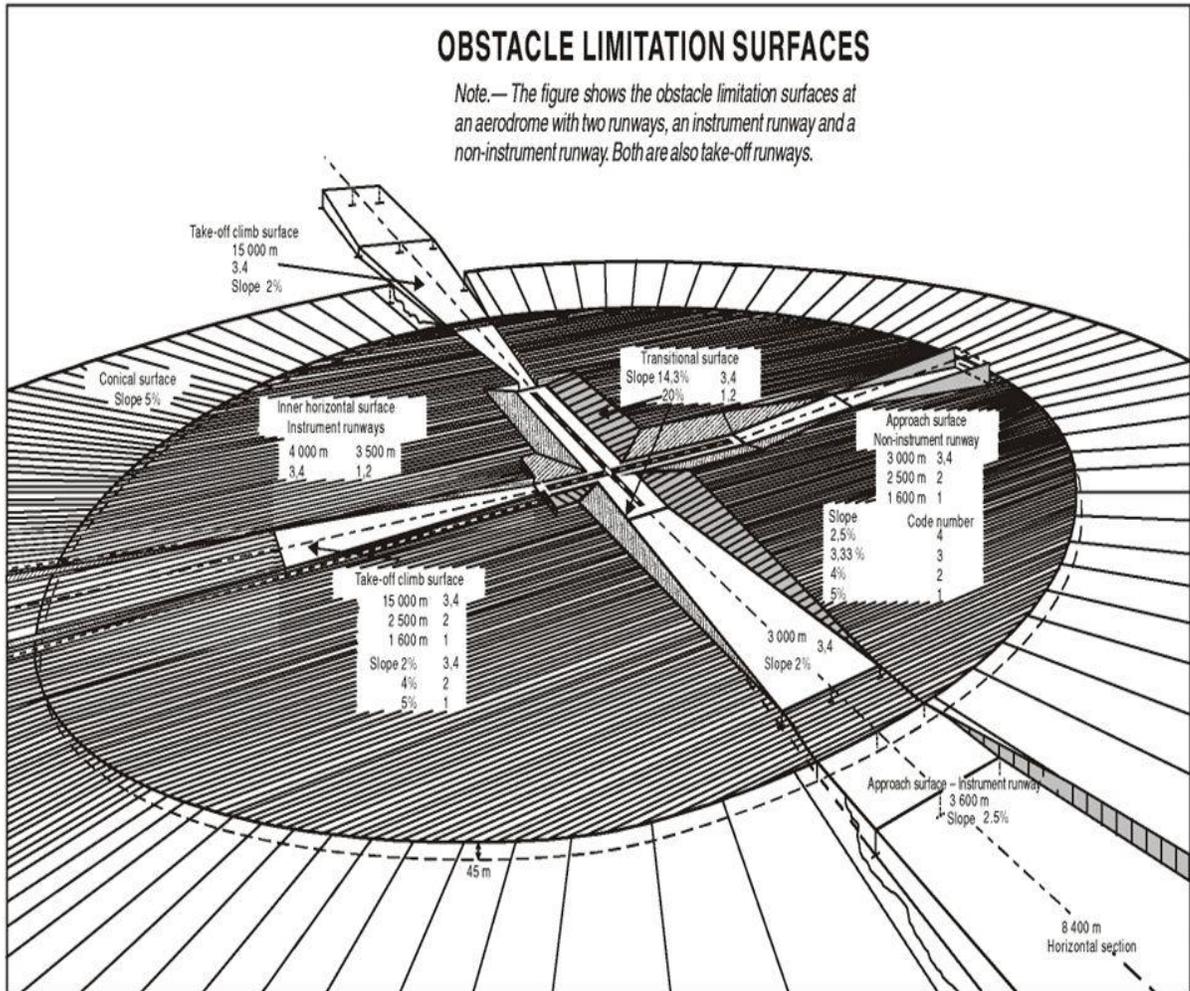
All data as mentioned in scope of work.

Final Report (5 copies) & 5 sets of soft copy to be submitted

2.0 SITE VISITS /TRAVEL EXPENSES

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

Ref: ICAO DOC 9137 Airport Services Manual Part 6" Control of Obstacles"



E. GENERAL CONDITIONS OF CONTRACT

1.0 STANDARD OF PERFORMANCE

1.1 Fairness and good Faith

Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such actions as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with relevant contract clause.

1.2 Administrative Assistance to Consultant

- a) Necessary assistance shall be provided to Consultant and his staff for getting necessary statutory permissions, VISA, Entry permit etc. as may be required under the law for their visit, stay at site/ India for providing services for this project.
- b) Administrative assistance shall be provided to Consultant in the form of recommendation letter etc. to the Govt. agencies for obtaining import permits, other project related approvals, labour permits, visas and certificates of residency for all the staff required by Consultant.

1.3 Standard of Performance

The Consultant shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the services, as faithful adviser to AAI, and shall at all times support and safeguard AAI's legitimate interest in any dealings with specialist consultants or Third Parties.

2.0 Conflict of Interest

The Consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of AAI under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the 'Services' under the ongoing contract. It should be the requirement of the Consultant contract that the consultants should provide professional, objective and impartial advice and at all times hold AAI's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

2.1 Conflict between consulting activities and procurement of goods, works or services

Without limitation on the generality of the foregoing, Specialist consultants shall not be hired, under the circumstances set forth below:

A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

2.2 Conflict among consulting assignments

Neither the specialist consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, specialist consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project.

3.0 Amicable Settlement

The parties shall use their best efforts to settle amicably all the disputes arising out of or in connection with this contract or the interpretation thereof.

4.0 Indemnity

- a) The Consultant shall fully indemnify AAI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay and royalties which may be payable in respect of any article or part thereof included in the contract.
- b) The Consultant shall be responsible for paying damages to AAI for any loss suffered by AAI on account of negligence, incompetence, carelessness or any other cause on the part of Consultant, his employees, associates, sub-consultants, implementing agencies etc while undertaking any or all of the works.
- c) AAI shall not be responsible for any claim or liability because of personal injury including death of any employee of Consultant and arising out of or in consequence of the performance of this agreement. AAI shall also not be responsible for any loss or damage to property of any kind belonging to Consultant or its employees, servants or agents.

5.0 Patents

- a) No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of AAI if the terms of purchase involve or require the payment of license fee

or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to AAI.

- b) Consultant shall indemnify and hold AAI free from all costs, damages, and expenses arising out of any claim, action or suit brought against AAI by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Consultant and furnished to AAI.

5.1 Intellectual Property Rights

- a) All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with AAI. AAI as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.
- b) AAI shall have the copyright on all the reports, documents, drawings, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

6.0 Clearance of site after Completion of work

On completion of the work, Consultant shall ensure that all equipments/ plants, and temporary work of every kind will be cleared away/ removed from the site and leave the entire site clean and in a workman like condition to the satisfaction of the AAI & State Govt.

7.0 Extension of Time

Unless terminated earlier, this contract shall expire when services have been completed. In case the consultancy work is extended beyond the scheduled date of completion, for reasons not within the control of the Consultant, appropriate extension of time shall be granted to the Consultant as per Schedule 'F'.

8.0 Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from and 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 Contract.

9.0 Force-Majeure

- a) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the respective/ related obligation of the party affected by such force majeure shall be treated as suspended for the period during which such force majeure clause lasts.

- b) For the purpose of this agreement, force majeure shall only include, wars, insurrections, riots, earthquakes, storms, floods (excluding due to monsoon), explosion or fires not caused by negligence, lightening, acts of God, epidemics or the public enemy which is of such nature as to delay, curtail or prevent timely action by either party.
- c) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy-two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.
- d) Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.
- e) If works are suspended by the force majeure conditions lasting for more than two months, AAI shall have the option of canceling this Contract in whole or part thereof, at its discretion.

10.0 Dispute Resolution

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in 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 work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i. If the Consultant considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Work-in-charge or if the Work-in-Charge considers any act or decision of the consultant on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Member (Plg) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Resolution Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Resolution Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Member (Plg) /Chairman, AAI. Provided that no party shall be represented before the Dispute Resolution Committee by an advocate / legal counsel etc.

If the Dispute Resolution Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Resolution Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Resolution Committee (DRC), give notice to the Member (Plg) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per Appendix-XVII under intimation to the other party.

It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.

The Member (Plg)/ Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the consultant shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Work-in-Charge to Member (Plg)/ Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of:

- a) A party fails to appoint the second arbitrator, or
 - b) The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Plg)/Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.
- ii. Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr or less. Where tendered value is more than Rs. 300.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and any further statutory modifications or reenactment thereof and the rules made thereunder and for the time being in force shall be applicable.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC.

It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of Arbitration Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. 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 and counter statement of claims.

The place of the arbitration shall be New Delhi.

In case successful bidder is central/State Govt. PSUs, then arbitration shall be dealt as per guidelines of DPE i.e Permanent Machinery of Arbitration (PMA).

11.0 TIME SCHEDULE FOR COMPLETION

- i.** The OLS & Topography survey for proposed airport shall be completed within 45 Days from the date of start of work.
- ii.** The complete data including the charts & project report as required shall be completed and submitted to AAI, CHQ within 75 Days from date of start of work.
- iii.** If the entire survey and charting work is not completed and submitted to AAI, CHQ within the stipulated period of 75 Days, without proper justification (approved by AAI), then compensation for the delay period shall be borne by the survey firm/agency as per terms and conditions mentioned in para” Compensation for delay”.
- iv.** If the work carried out is not satisfactory and does not meet the standards and requirement, no payment/ reduced payment only shall be made. AAI may at its discretion debar the participation of such Surveyors for future projects. The decision of In-charge of work / Engineer In-charge shall be final and binding in this regard.
- v.** Part supply of the work/data will not be accepted.

12.0 TERMS AND CONDITIONS

- a)** The survey to be conducted, shall be based on AAI Aeronautical Survey Manual available on Airports Authority of India website i.e. www.aai.aero and the scope of work as defined in Paras above & Annexure ‘VIII’ of the NIT.
- b)** For Topographical Survey the work of data acquisition shall be carried out with high precision instruments for aerial based surveys (Aerial LiDAR). In shadow areas such as invert levels below converts etc., where LiDAR or equivalent technologies cannot survey accurately, traditional methods of Total Station/Auto level shall be used to complete the study. Total Stations and Auto Levels to be used for horizontal and vertical control if required. Wherever required survey of water bodies may be conducted through boat/steamer at own cost using technology suitable to give requisite results. The amount quoted shall be inclusive of work done in all areas including water bodies.
- c)** Survey data will be delivered to AAI as defined in the survey requirements for Empanelled Surveyors in the Annexure ‘VIII’ format. AAI may provide additional annexure/guide lines/formats for submission of data by the agency/firm. The agency is bound to follow the instructions of the In-Charge of work/ Engineer -In-charge in this regard. No additional payment will be claimed by the agency for furnishing the data in any format as desired by AAI.

- d) The Aeronautical charts shall be drawn as per scope of work and as per standards of AAI and as specified in the NIT.
- e) AAI may depute one official to monitor the survey activity at each of the airport/site where survey is being carried out. A detail time schedule of the project/survey activities shall be provided within 10 working days of the receipt of the work order in close coordination with AAI.
- f) Survey firm shall use survey equipments as required of good quality and duly calibrated for survey. AAI reserves the right to remove the survey firm from its empanelled list if it does not adhere to AAI survey requirements.
- g) Survey data and Aeronautical charts will be submitted by the firm/agency at his own cost to:
 - The Joint General Manager (Planning),
 - Airports Authority of India, Rajiv Gandhi Bhawan,
 - Safdarjung Airport, New Delhi-110003.
- h) The agency shall be responsible for rectification or any mistake found in survey work and shall carryout the resurvey without any extra payment.
- i) All tool tackles, machines, helicopter / fixed wing aircraft, boat/steamer, instruments, vehicles, manpower and their boarding and lodging etc., is the responsibility of the firm/agency for execution of scope of work and amount quoted by firm/agency shall be inclusive of same.

13.0 TIME ESSENCE OF THE CONTRACT

The time and date of completion of the survey as contained in the bid proposal and as agreed to contractually after modifications, if any, shall be final and binding upon the survey firm/agency. It must be understood that the firm/agency has made the proposal after fully considering all such factors which may have any bearing on the time schedule of the contract, and no extension in the schedule whatsoever shall be permitted on these accounts by the AAI.

14.0 PATENTS, FIRM'S/AGENCY'S LIABILITY & COMPLIANCE OF REGULATIONS

- i. The firm/agency shall protect and fully indemnify the purchaser from any claims for infringement of patents, copy right, trade mark or the like.
- ii. The firm/agency shall also protect and fully indemnify the purchaser from any claims from firm/agency's workmen/employees, their heirs, dependents, representatives etc. or from any other person(s) or bodies/companies etc. for any Act of commission or omission while executing the order.
- iii. The firm/agency shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the purchaser from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.

15.0 AWARD OF CONTRACT

AAI will issue the Work order to successful bidder (lowest bidder). AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding. AAI shall enter into a formal agreement / contract signed between AAI and authorized representative of successful bidder incorporating the agreed terms and conditions of NIT, corrigendum if any, clarifications given by bidder against AAI queries.

16.0 EFFECT AND JURISDICTION OF WORK ORDER

- i)** The order shall be considered as having come into force from the 10th day from date of issue of the Work Order by AAI.
- ii)** The law applicable to this contract shall be the law enforced in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising under this Purchase Order.

F. SPECIAL CONDITIONS OF CONTRACT

1.0 Co-ordination with AAI

All co-ordination shall be done with the office of ED (Planning), AAI, C-Block, 1st Floor, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003. All co-ordination related to stakeholders shall be done by the Consultant at New Delhi in coordination with ED (Planning), AAI, New Delhi.

2.0 Delivery Schedule - Indicative Timeline

a) Consultant after appointment shall submit in respect of various stages of the consulting activities as per indicative timelines tabulated below:

S. N.	Document	Time Period
1	Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report	
(i)	OLS Report as per Deliverables of Scope of Work	45 Days from date of start
(ii)	Draft Project Report comprising of computation of Earth Work quantities and working out optimum section, balancing cutting & filling, submitting 3 different proposals based on Topography, Drainage analysis, Runway orientation including Rough Cost Estimates as per Deliverables of Scope of Work	60 days from date of start
(iii)	Final Project Report as per Deliverables of Scope of Work	75 days from date of start of Work

Final Project Report will be submitted by the Consultant on approval of Draft Project Report from AAI. All the comments / feedback of AAI will be incorporated in the Final Project Report.

Next stage will be carried out on approval of OLS report & further go ahead for next stage by AAI.

3.0 Payment Terms

3.1 Security Deposit

a) The amount of the Security Deposit shall be 5% of consultancy fees quoted by Consultant. EMD of the successful Bidder who is awarded the Consultancy shall be retained by the Airports Authority of India (AAI) as part of security for the due and

faithful fulfillment of the Contract by the Consultant. The balance amount to make up the 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 5% 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) In case the successful bidder wants non-deduction of Security amount from the running bills, in such case the amount likely to be deducted as security can be deposited by the bidder in form of Fixed Deposit Receipts / Guarantee Bonds of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.

3.2 Release of Security Deposit

The Security Deposit of the Consultant shall be released after 01 year from the actual date of completion of the consultancy work.

3.3 Contract Performance Guarantee

As a Contract Security, the successful Consultant to whom the job is awarded shall furnish a 'Contract Performance Guarantee' in favour of 'Airports Authority of India, within 30 days of award of work. The guarantee amount shall be 5% of consultancy fees quoted by consultant, for faithful performance of the contract, strictly in accordance with terms and conditions of the contract. The Guarantee shall be issued by a Nationalized/ Scheduled Indian Bank but not from any Co-operative or Gramin Bank and shall be in the form of an irrevocable and unconditional Bank Guarantee in the Performa appended as **Annexure-5**. No payment shall be made to Consultant till Performance guarantee is submitted. In case Consultant fails to deposit performance guarantee within stipulated period, interest @ 5% per annum on the performance guarantee amount would be levied for delayed period of submission. As and when the Consultant submits the bank guarantee the payment would be released but the interest shall not be refundable to the consultant. The performance guarantee should be valid for 12 months beyond the stipulated date of completion of consultancy work and shall remain valid as per provisional extension granted by the Work-in-charge. If the Consultant fails to extend the validity of the performance guarantee, the same shall be en-cashed by AAI. Performance guarantee shall be released after 12 months after completion of the consultancy work.

4.0 Schedule of Payment

4.1 Payment shall broadly be made as tabulated below [As per Item No. 1(a)].

Stage No.	Brief Activity	%age of Consultancy Fee for Project Report component payable on completion of the stage
(i)	OLS Report as per Deliverables of Scope of Work	50%
(ii)	Draft Project Report comprising of computation of Earth Work quantities and working out optimum section, balancing cutting & filling, submitting 3 different proposals based on Topography, Drainage analysis, Runway orientation including Rough Cost Estimates as per Deliverables of Scope of Work	30%
(iii)	Final Project Report as per Deliverables of Scope of Work	20%

Note: Payment may be limited upto OLS Report if go ahead for next stage is not accorded by AAI.

5.0 Compensation for Delay

In case the consultant fails to complete the work (As per clause 2.0, Delivery schedule - Indicative timeline of special conditions of contract) within the stipulated period of contract and no justifiable reasons are found for the delay, the consultant shall be liable to pay compensation for delay @ 0.5% (zero decimal five percent) Per week of items at that stage value of the consultancy fees. However, the cumulative value of the compensation delay in various stages shall be subject to maximum of 10% (ten percent) of the total consultancy fees. Compensation shall be recovered appropriation from the security deposit/ other guarantees or otherwise. However, in case of delay due to reasons beyond the control of the consultant, shall be considered as justified reason, suitable extension of time shall be granted. Decision of Member (Plg.) shall be final and binding in this regard.

6.0 Encashment and appropriation of Security Deposit

AAI shall have the right to invoke and appropriate the Security Deposit and Performance Guarantee, in whole or in part, with a notice period of 15 days to the Consultant in the event of breach of Contract or for recovery of liquidated damages specified in the relevant Clauses.

7.0 Insurance to be taken out by the Consultant

The Consultant shall take out and maintain, and shall cause any Specialist Consultant/ sub-consultant to take out and maintain, at their own cost but on terms and conditions approved by AAI, insurance, set forth below, and at AAI's request, shall provide evidence that such insurance has been taken out and maintained and that the current premiums have been paid:

A) Professional liability Insurance

Professional liability insurance, with a minimum coverage equal to value of consultancy contract. Professional liability insurance shall cover the claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured is indemnified in accordance with Operation Clause for any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance and the deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies. The insurance shall be in force covering the contract / extended period and thereafter for 3(three) months after completion of the work.

B) Third Party Insurance

- i) The Consultant shall, in the joint names of the Consultant and AAI, insure against all damages or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000.00 per occurrence from the date of commencement till completion of the consultancy contract and the Consultant shall from time to time when so required by AAI produce the policy and the receipt for the premium.
- ii) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultant or their Personnel or any specialist/ sub-consultants or their Personnel for the period of consultancy in accordance with applicable law.

8.0 Taxation

- a) The Consultant may be subject to local taxes (such as: Goods and Service Tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies etc.) on amounts payable by AAI under the Contract.
- b) While submitting the Financial Proposal, the Bidder shall ensure the following: All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professionals, accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations, environmental clearance and all other activities specified in the bid document etc.to complete the consultancy work. All payments shall be subject to deduction of taxes at source as per applicable laws.
- c) **Quoted fee shall be inclusive of all taxes excluding Goods and Service Tax (GST).**
- d) GST shall be paid to bidder for any taxable supply/Services against a valid tax invoice.

- e) An undertaking should be submitted for having registration under GST and compliance of GST provisions as per **Annexure- 2 (D)**
- f) In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- g) All payments shall be subject to deduction of taxes at source as per applicable laws.
- h) The Consultant and the professional shall pay the Indian Income taxes, levied under the applicable Law and AAI shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Contract price is deemed to have included such amounts.
- i) The consultant 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 Work-in-charge and further shall furnish such other information/document as the Work-in-charge may require from time to time.
- j) The consultant 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 Work-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

9.0 Fore-Closure of Contract Due to Abandonment

At any time after acceptance of the bid, should AAI decide to abandon or reduce the scope of the Consultant services /work for any reason whatsoever and hence not require the whole or any part of the Consultancy services/ works to be carried out under this contract, AAI shall give notice in writing to that effect to the Consultant and the Consultant shall act accordingly in the matter. No compensation shall be given by AAI for the stages which are not started.

10.0 TERMINATION OF CONTRACT

- a) Subject to other provisions contained in this clause, AAI may, without prejudice to its any other rights or remedy against the Consultant in respect of any delay, abandonment, inferior quality of work, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
 - i) If the Consultant, having been given by AAI a notice in writing that the work is being performed inefficiently or quality checks are not being made or otherwise in improper or un-workmanlike manner, shall omit to comply with the requirement of such notice within a period of seven days thereafter.

- ii) If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a manager or which entitle the court to make it winding up order.
 - iii) If the Consultant persistently neglects his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by AAI.
 - iv) When the Consultant has made himself liable for action under any of the cases aforesaid, AAI shall have powers:
 - aa. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Consultant under the hand of AAI shall be conclusive evidence). Upon such determination or rescission, the full security deposit and performance bank guarantee recoverable under the contract shall be liable to be absolutely at the disposal of AAI.
 - bb. To appoint another Consultant to complete the project/projects in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Consultant if the whole work had been executed by him (of the amount for which the certificate in writing of AAI shall be final and conclusive) shall be borne and paid by the original Consultant and may be taken from any money due to him by AAI under the present contract or any other account whatsoever or from his security deposit or performance bank guarantee or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by the department are less than the amount payable to the Consultant at his agreement rates, the difference shall not be paid to the Consultant. In the event of anyone or more of the above courses being adopted by AAI the Consultant shall have no claim to compensation or any loss sustained by him by reasons of his having spent money or entered into agreement or made any advances on account of or with a view to execution of the Contract Agreement or the performance of the contract. And in case action is taken under any of the provisions aforesaid the Consultant shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until AAI has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
- b) Upon termination of the assignment for any reason whatsoever the Consultant shall deliver within 07 working days to AAI all drawings, designs, reports and documents received or prepared by the Consultant under or pursuant to or as a result of this agreement from anyone connected with the projects.
- c) In the event of termination of the agreement, the Consultant shall be obliged to withdraw from the site(s) his personnel, equipment etc. within 1 Month of such termination. Failing which losses or damages, which may be suffered by AAI on account of non-withdrawal from the site(s) shall be to the account of Consultant.

11.0 Payment upon Termination

Upon termination of this Contract pursuant to the relevant Clauses referred above, AAI shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to AAI):

- a) Remuneration pursuant to the relevant Clause for Services satisfactorily performed prior to the effective date of termination; and
- b) Reimbursable expenditures pursuant to the relevant Clause for expenditures actually incurred prior to the effective date of termination.
- c) Settlement of payments shall be made within a period of 6 months of termination of the Consultant contract agreement.
- d) The effective date of termination shall be the date of issue of termination letter by AAI.

12.0 Cessation of Rights and Obligations

Upon termination of this contract pursuant to the relevant clauses referred about or upon expiration of this contract, all rights and obligations of the Parties here under shall cease, except:

- a) Such rights and obligations as may have accrued on the date of termination or expiration;
- b) The obligation of confidentiality set forth in the relevant Clause hereinafter.
- c) The Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in the relevant Clause hereinafter; and
- d) Any right which a Party may have under the Applicable Law.

13.0 Cessation of Services

Upon termination of this Contract pursuant to the relevant Clauses referred above, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

FEE COVER PROFORMA - TO BE SUBMITTED IN COVER-I

S.N.	Details	Details related to formats/ submissions
1.	Name of the Agency & Address	
2.	Power of Attorney	Name of authorized person
3.	Scanned copy of Tender Processing Fee paid	To be submitted as specified
4.	Scanned copy of Earnest Money Deposit (EMD)	To be submitted as specified
5.	Scanned copy of Unconditional Acceptance of AAI's Tender Conditions (Annexure-2(A))	To be submitted as specified
6.	Scanned copy of Signed Integrity Pact (Annexure-5)	To be submitted as specified

PRE QUALIFICATION (PQ) PROFORMA
TO BE SUBMITTED IN COVER-II
(Submissions for Ascertaining Eligibility of Applicant Firm)

S.N.	Details	Details related to formats/ submissions
1.	Name of the Agency & Address	
2.	Power of Attorney	Document to be submitted or not
3.	Details of PAN	Self-certified copy of PAN.
4.	<p>Work Experience (with Self certified documentary proof which include copy of Award letter/ Work order and Letter of Successful Completion from the client) for works executed during last 07 years ending last date (extended date) of submission of bids with following details:</p> <p>a) Name of work. b) Stipulated date of start c) Actual date of completion d) Nature of work done e) Completed Cost of Project for which Consultancy fees paid. f) Consultancy fees paid.</p> <p>[If any of the above details are not mentioned in the client's completion certificate, then relevant supporting documents issued by the client such as Work Order/Agreement (relevant pages) etc. or self-certification to that shall be submitted as applicable]</p>	
a)	One completed survey work for Airport / National Highway / Railway/ Transmission Line/ Water Way/ Forest Department etc. in large area by Aerial LiDAR by using helicopter / fixed wing aircraft for Rs. 1.60 Crores during last 7 years ending last date (extended date) of submission of bids.	To be submitted as per Format-I.
b)	or	
c)	Two completed survey work for Airport / National Highway / Railway/ Transmission Line/ Water Way/ Forest Department etc. in large area by Aerial LiDAR by using helicopter / fixed wing aircraft for Rs. 1.00 Crores during last 7 years ending last date (extended date) of submission of bids.	To be submitted as per Format-I.
	or	

	Three completed survey work for Airport / National Highway / Railway/ Transmission Line/ Water Way/ Forest Department etc. in large area by Aerial LiDAR by using helicopter / fixed wing aircraft for Rs. 0.80 Crores during last 7 years ending last date (extended date) of submission of bids.	To be submitted as per Format-I .
5.	Annualized Average Turnover (For Last Three FY, ending 31.03.2018) More than Rs. 0.60 Cr.	Documentary proof of Chartered Accountant certified Abridged Balance sheet along with Profit & Loss account statement.
6.	Details of GST Registration Undertaking for GST as per Annex-2(D)	Self-certified copy of GST registration.
7.	TDS/Attestation Details	Firms showing work experience in India from Non Govt. / Non-PSU organization should submit copy of TDS/Form 26AS Statement for full amount of payment received for consultancy work, in support of their claim for having experience of stipulated value of work. In case the work experience pertains to outside India, an undertaking / affidavit indicating amount of consultancy fee received shall be submitted by bidders.
8.	Undertaking regarding debar/black list as per Annex-2(C)	To be submitted as specified

Note (1): In case the project cost is given in foreign currency, the same shall be brought to current costing level in INR by adopting conversion rate (T.T. Selling) applicable on the last date of month and year of completion of the project and enhancing the same at simple rate of 7% per annum, calculated from the date of completion to last date of submission of bid.

Note (2): In case the project cost is given in Indian currency, the same 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 last date of submission of bid.

Note (3): In case the turnover of the Company / Agency is given in foreign currency, the same shall be converted into INR by adopting conversion rate (T.T. Selling) applicable on the last day of financial closing i.e. financial year or calendar year as the case may be.

Format -I -For furnishing information about work experience

S. N.	Name of work/ Project and Location/ Country of work/ project	Name of Client with address	Date of Award of Consu tancy work	Date of completi on of Consulta ncy work as per agreeme nt	Actual Date of completion of Consultancy work	Cost of work/ project (INR/ Foreign currency)	Consultancy fee received (INR/ Foreign currency)	Enhanced Project Cost on last date submission of bid (INR)*
(1)	(2)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1								
2								
3								
4								
5								
6								
7								
8								
9								

Please Attach Self-Certified Copies of documentary proof in the form of completion certificate, work order and other relevant documentary proof.

Note: The Bidder may attach separate sheets to provide additional details.

*** Note (1):** In case the project cost is given in foreign currency, the same shall be brought to current costing level in INR by adopting conversion rate (T.T. Selling) applicable on the last date of month and year of completion of the project and enhancing the same at simple rate of 7% per annum, calculated from the date of completion to last date of submission of bid.

Note (2): In case the project cost is given in Indian currency, the same 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 last date of submission of bid.

**ACCEPTANCE LETTER
(As per NIT/ Guidelines for Bidders)**

To
Asstt. Gen. Manager (Plg.)
O/o Executive Director Planning
Airports Authority of India
C- Block, 1st Floor, Rajiv Gandhi Bhawan,
New Delhi-110003, INDIA
Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The bid documents for the work '**Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report**' 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 bid documents which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's bid documents in its entirety for the above work.
3. The contents of the Bid Documents have been noted wherein it is clarified and it is accepted that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Bid Document and the same has been followed in the present case. In case, this provisions of the bid if found violated after opening of bid, I/We agree that the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the **earnest money**.
4. **'That, 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 will immediately report it to the Appropriate Authority in AAI'.**
5. The required earnest money for this work has also been submitted and the scanned copy of EMD is attached herewith.

Yours Faithfully

Date:

(Signature of the bidder)

Technical Proposal submission form

To,

Asstt. Gen. Manager (Plg.)
O/o Executive Director Planning
Airports Authority of India
C- Block, 1st Floor
Rajiv Gandhi Bhawan,
New Delhi-110003, INDIA

Sub: “Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report”.

Dear Sir,

With reference to your tender document for the subject work, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for selection as Consultant for providing Project Management Consultancy Services to AAI for **‘Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report’**.

We also state that the proposal is unconditional.

1. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Assignment.
3. I/We shall make available to AAI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of AAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by AAI;
 - (b) I/We do not have any conflict of interest in accordance with the prescriptions in the Tender Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender document, in respect of any tender issued by or any agreement entered into with AAI or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicant consultants in accordance with the Tender document.
7. I/We declare that we are not a Member of any other Applicant firm applying for Selection as a Consultant for the subject work.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory agency which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/We further certify that we will not be engaging any sub-consultant/firm/Professionals who have been debarred from AAI or any other Govt. entity/PSU.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by AAI [and/or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
15. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree that this Tender document including all submissions made by us and all subsequent correspondences till award of work shall form part of the Agreement between us and AAI.
16. I/We have studied the Tender Document and all other documents carefully and also surveyed the Project site.
17. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Undertaking

I/We (name and post of authorized signatory) on behalf of (Name of Consultancy firm) do here by solemnly affirm and declare as follows:

Our firm is not debarred/blacklisted by **Airports Authority of India or Central Govt. Depts./ State Govt. Depts. of India or Public Sector Undertakings of Central Govt. & State Govt. of India or World Bank/ Asian Development Bank or any other country** and the debarment is not in force as on last date of submission of proposal. Our firm understand that in case above is discovered at later stage, our firm shall be liable for restraintment from bidding in AAI, apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date:

[Signature and name of the authorized signatory of the firm/ bidder/ consultant]

Place:

(Note: Above undertaking is to be given on a non-judicial stamp paper of Rs. 10/-)

UNDERTAKING

I/We..... (Name & Post of authorized signatory) on behalf of..... (Name of bidder/consultant) do hereby solemnly declare the following:

- i) Our firm has been registered under GST and compliant of GST provision (With registration no.).
- ii) In case of non-compliance of GST provisions and blockage of any input credit, our firm shall be responsible to indemnify Airports Authority of India.
- iii) All input credits have been passed on to AAI by our firm.

Signature and name of the authorized
Signatory of the firm /bidder/consultant

Date:

Place:

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

To

The Chairman
The Airports Authority India
Rajiv Gandhi Bhawan
Safdarjung Airport
New Delhi - 110003.

Sir,

WHEREAS, consultant.....(Name of Consultant) (hereinafter called the consultant) has submitted his tender dated(date) for the **'Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report'** (hereinafter called 'the Tender').

KNOW ALL PEOPLE by this presence that we.....(Name of Bank) having our registered office at(hereinafter called 'The Bank') are bound unto(Jt. Gen. Manager) (hereinafter called 'the Work-in-charge') in sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Work-in-charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

If after tender opening the Consultant withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.

If the consultant having been notified of the acceptance of his tender by the Work-in-charge:

- fails or refuses to execute the Form of Agreement in accordance with the instruction to consultant, if required; OR
- fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and instructions to consultant; OR
- fails or refuses to start the work, in accordance with the provisions of the contract and instructions to consultant; OR
- fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Work-in-charge up to the above amount upon receipt of his first written demand, without the Project -in-Charge having to substantiates his demand, provided that in his demand the Project -in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date*..... after the deadline for submission of tender as such deadline is stated in the instructions to consultant or as it may be extended by the Project -in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Bank Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK
SEAL

WITNESS

(SIGNATURE, NAME AND ADDRESS)

Date to be worked out on the basis of validity of 6 months from last date of receipt of tender.

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL
CONTRACT**

(On Non-Judicial Stamp Paper)

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the 'AAI' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the consultant or in lieu of the deduction to be made from the consultant's bills, for the due fulfillment by the said Consultant of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as 'the said Bank' and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Consultant of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
1. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Consultant has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Consultant has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
2. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Consultant and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract,

i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

3. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Consultant or to postpone for any time and from time to time any of the powers exercisable by it against the said Contactor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Consultant or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Consultant or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Consultant before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Consultant at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Consultant or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -

In presence of:

Dated this ____ Day of _____

WITNESS

1. For and on behalf of (The Bank)
Signature _____
2. Name & Designation _____
Authorization No. _____
Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name _____
Designation _____
Dated _____

Note:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and
style of _____ at _____ (hereinafter called 'the said Consultant which expression
shall unless the context requires otherwise include his heirs, executors, administrators and
legal representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____
2. Shri _____ son of _____ resident of _____ carrying on
business in co-partnership under the name and style of _____ at _____
(hereinafter collectively called 'the said consultant which expression shall unless the
context requires otherwise include each of them and their respective heirs, executors
administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its
registered office in the State of (Hereinafter called 'the said Consultant which expression
shall unless the context requires otherwise include its administrators, successors and
assigns).

INTEGRITY PACT

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the 'Bidder/Consultant' (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Consultant)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract forThe Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Consultants.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization ' Transparency International' (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Consultant is signing the contract for execution of

NOW, therefore,

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

Enabling the Authority to obtain the desired said stores/equipment/execution of works 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 Authority 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 Authority 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 Authority;

- 1.1 The Authority undertakes that no official of the Authority, 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, 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 Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority 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 Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Consultants.

The Bidder/Consultants commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its 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/Consultant 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 Authority, 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 (i) The Bidder/ Consultant 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 Authority 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 Authority for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Authority.

- (ii) The Bidder / Consultant has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/ Consultant shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/ Consultant shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/ Consultant further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/ Consultant, 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 Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/ Consultant 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/ Consultant will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Consultant shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Consultant also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/ Consultant will inform to the Independent External Monitor. i) If he receives demand for an illegal/undue payment/benefit. ii) If he comes to know of any unethical or illegal payment/benefit. iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/ Consultant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/ Consultant shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.13 If the Bidder/ Consultant or any employee of the Bidder/ Consultant or any person acting on behalf of the Bidder/ Consultant, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/ Consultant's firm, the same shall be disclosed by the Bidder/ Consultant at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/ Consultant 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 Authority.
- 3.15 That if the Bidder/ Consultant, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Consultant into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/ Consultant 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 Bidders' exclusion from the tender process.
- 4.2 The Bidder/ Consultant r agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Consultant undertakes to get this Pact signed by the sub-consultant (s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-consultant(s)/ associate(s) engaged by the Consultant, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Consultant, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-consultant(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Consultant (s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Consultant(s).

5. **Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, BG /BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. **Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.**
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority 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. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contact signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 of Acceptance letter (**Annexure 1 A**) or if the Authority is entitled to terminate the contract under section 2 or 3 or 4 of Acceptance letter (**Annexure 1A**), the Authority shall be entitled to demand and recover from the consultant damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Consultant agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Consultant can prove and establish to the satisfaction of the Authority that the disqualification/ debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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 That if the Bidder/ Consultant applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/ Consultant for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along-with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/ Consultant / Associates:

That if the Authority receives any information of conduct of a Bidder/ Consultant or Sub- Consultant or of an employee or a representative or an Associates of a Bidder/Consultant or Sub- Consultant which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Consultant or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder/ Consultant accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Consultant. The Bidder/ Consultant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Consultant and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Consultant/ Sub- Consultant/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/ suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority 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 Authority and the Consultant / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER 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.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Consultant is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Consultant 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	Witness
Deptt./Ministry/PSU	1. _____
Witness	2. _____
1. _____	
2. _____	

Form of Performance Bank Guarantee for Performance of Contract

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing bank)

To

THE CHAIRMAN,
AIRPORTS AUTHORITY OF INDIA,
RAJIV GANDHI BHAWAN,
SAFDARJUNG AIRPORT,
NEW DELHI - 110 003, INDIA.

Dear Sir,

In consideration of the Chairman, Airports Authority of India (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between AAI and(hereinafter called the said Consultant) for the work(hereinafter called 'the said agreement') having agreed to production of a irrevocable Bank Guarantee for _____ (fill the amount in appropriate currency) as a performance / guarantee from the consultant for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We(indicate the name of the Bank) (hereinafter referred to as 'the Bank') hereby undertake to pay to the Chairman, AAI an amount not exceeding(amount)..... on demand by AAI.

2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said consultant. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding(amount).....

3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the consultant(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of the bank) further agree that the guarantee herein

contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Work-in-charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said consultant(s) and accordingly discharges this guarantee.

5. We(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said consultant(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the consultant(s).

7. We(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

This guarantee shall be valid up to.....unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to(amount)..... or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated this _____ Day of _____

In presence of:

WITNESS

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorization No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.
For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

FORM OF PARENT COMPANY UNDERTAKING
(To be completed on letterhead of Tenderer's Ultimate Parent Company)

Date:

To
Bid Manager
Airports Authority of India,
O/o Executive Director (Engg.)
Rajiv Gandhi Bhawan, Safdurjung Airport
New Delhi – 110 003 (India)

Dear Sirs,

Subject: Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and
OLS Survey by Aerial LiDAR and Preparation of Project Report
Invitation to Tender ID: 2019_AAI_31141_1

We refer to the accompanying Tender for the subject mentioned Services ("SERVICES") by (Name and address of **Indian Subsidiary**) ("TENDERER") of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head Quarter, Rajiv Gandhi Bhawan , Safdarjung airport, New Delhi-110 003 (AAI) to enter into a contract with ---
---(Name of Indian Subsidiary) TENDERER for the same. In the event of our Indian Subsidiary AAI doing so and in consideration of AAI COMPANY entering into such contract ("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

1. We guarantee that our Indian Subsidiary TENDERER shall duly perform all its obligations contained in the AGREEMENT.
2. If our Indian Subsidiary TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our Indian Subsidiary TENDERER.
3. Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by: -
 - a) Any waiver of forbearance by AAI of or in respect of any of our Indian Subsidiary TENDERER 's obligations under AGREEMENT whether as to payment, time, performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or
 - b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT, or

- c) Any change in the shareholding relationship between ourselves and our Indian Subsidiary TENDERER and our guarantee and undertakings hereunder shall continue in force until all our Indian Subsidiary TENDERER's obligations under AGREEMENT and all our obligations hereunder have been duly performed.
4. This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours faithfully,

Signed :
Name & Designation :
Date :

For and on behalf of
(TENDERER's ultimate holding company)

UNDERTAKING FOR DEPLOYMENT OF T&P

**Name of work: Development of New Greenfield Airport at Port Blair, A&N (UT)
SH: Topography and OLS Survey by Aerial LiDAR and Preparation of
Project Report**

Name of Contractor / Firm:

- I / we have applied for issue of tender for the work of “**Development of New Greenfield Airport at Port Blair, A&N (UT) SH: Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report**” and hereby undertake that:-
- I / we have gone through the tender documents and drawings in its entirety and have understood the nature of work to be executed.
- I / we will deploy Helicopter/Fixed Wing Aircraft & LiDAR Survey Equipment in working condition for efficient / timely execution of the work.
- I undertake to procure/ take on lease/ rental as per requirement of the work.
- I / we will abide by any instructions by AAI for such procurement / arrangement of T&P on lease/ rent as is considered necessary for efficient / timely completion of work.

Date:

Signature of Contractor:

Witness:

PRICE BID (Cover-III)

(To be submitted electronically only through NIC-CPP e portal on separately given format)

**Name of Work:- Development of New Greenfield Airport at Port Blair, A&N (UT) SH:
Topography and OLS Survey by Aerial LiDAR and Preparation of Project Report**

(All Prices in INR)

Sl. No.	Description of items of works	Quantity	Unit	Amount
1.	<p>Carry out Aerial LiDAR Survey by Helicopter/ fixed wing aircraft for development of New Greenfield Airport at Port Blair in A&N (UT) as given below: -</p> <p>(i) Topography Survey of the complete area for proposed Airport including calculation of earthwork quantities, processing of data and submission of deliverables as per detailed scope of work and other terms & condition of bid document complete.</p> <p>(ii) OLS Survey of the complete area for proposed Airport including preparation of obstacle details, Aeronautical charts, processing of data and submission of deliverables as per detailed scope of work and other terms & condition of bid document complete.</p> <p>(iii) Rough Cost Estimates & Project Report as per Detailed Scope of Work in Tender.</p> <p>Note:- Bidder is required to quote lump-sum amount for one job both for (i), (ii) & (iii) combined.</p>	01 Job	Lump sum	
<p>TOTAL AMOUNT (in INR). Amount quoted shall be exclusive of GST which shall be payable extra by AAI as applicable.</p>				

Note:

- Rates to quoted by the parties, should be inclusive of all taxes, duties, cess, fee, royalty charges etc. levied under any statute but exclusive of GST.** GST shall be paid to bidder for any taxable supply/Services against a valid tax invoice. In case of non-compliance of GST provisions and blockage of any input tax credit, the bidders shall be responsible for the same and shall indemnify AAI for the loss, if any, suffered by AAI.
- The format of Price Bid given above in this page is only for reference to get acquainted. Bidders are required to quote Rate on-line in **Cover-III** on portal.

Tender Drawings

