



**AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD.**

**INVITES E-TENDER**

(Prospective Bidders may please refer Central Public Procurement Portal (CPPP) at <https://etenders.gov.in/e procure/app> (Tender id.....))

**“Topographical Survey of various land/Building/offices of AAICLAS cargo facility(s) with fixing of Boundary pillars at each corner of Surveyed area at Identified Airports.”**



**Ref. No. AAICLAS/CHQ/TOPO. SURVEY TENDER/2021.**

Tender Fee: Rs.1180 /- (including GST)

AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD.  
(An AAI Subsidiary)  
AAICLAS COMPLEX, DELHI FLYING CLUB ROAD, SAFDARJUNG  
AIRPORT, NEW DELHI-110 003



## **I N D E X**

**NAME OF WORK:** "Topographical Survey of various land/ Building/ offices of AAICLAS cargo facility(s) with fixing of Boundary pillars at each corner of Surveyed area at Identified Airports."

**PERIOD:** 45 days

### **Table of Contents**

Sl. No.	PARTICULARS	PAGE NO.
1.	Notice Inviting Tender (Section-I)	4-9
2.	Tender Schedule	6-7
3.	E-Tender Guidelines to Bidders (Section-II)	10-13
4.	Check-List for documents to be uploaded online (Section-III)	14-15
5.	Definitions (Section-IV)	16
6.	General Information and Guidelines (Section-V)	17-23
7.	General Terms and Conditions (Section-VI)	24-32
8.	Special Terms and Conditions (Section-VII)	33-34
9	<b>Annexure-A Draft Agreement- Annexure-A</b>	35-44
	<b>Annexure-B Letter of Unconditional Acceptance</b>	45-47
	<b>Annexure-C Particulars of the Bidder</b>	48
	<b>Annexure-D Declaration</b>	49
	<b>Annexure-E Statement of Legal Capacity</b>	50
	<b>Annexure-F Power of Attorney</b>	51-52
	<b>Annexure-G Financial Capacity of the Bidder &amp; Experience Certificate</b>	53
	<b>Annexure-H Undertaking by Bidder</b>	54
	<b>Annexure-I List of near relatives employed in AAI/AAICLAS</b>	55
	<b>Annexure-J No dues certificate from AAI/AAICLAS</b>	56
	<b>Annexure-K BOQ Proforma for Financial Bid</b>	57-58
	<b>Annexure-L Integrity Pact</b>	59-66

<b>Annexure-M Performa for Topographical Survey of various land/building/offices</b>	67-68
<b>Annexure- N Bank Guarantee Performa</b>	69-70
<b>Annexure- O For O&amp;M AEP related information</b>	71
<b>Annexure- P Airport wise AAICLAS area to be surveyed (Tentative Area)</b>	72-73

This tender document contains a total of 73 **pages** (serially numbered from 1 to 73), including the cover page and this page.

**--Sd--**  
**Chief Operating Officer**  
**AAI Cargo Logistics and Allied Services Company Ltd.**  
**AAICLAS Complex,**  
**Delhi Flying Club Road,**  
**Safdarjung Airport, New Delhi-110 003**





### **General Guidelines**

**NAME OF WORK: Topographical Survey of various land/building// offices of AAICLAS cargo facility(s) at various Indian airports."**

First Important Step to Bidder for e-tender:

(CPP e-Procurement portal reference: <https://etenders.gov.in/eprocare/app>)

Bidders have to read the instructions to the bidders given in the e-tender portal of CPP and take immediate steps to:

- a) Register for bid to participate in tendering.
- b) Obtain digital signature well in advance.
- c) Make sure availability of all required software in your PC as instructed under bidders' instruction head of e-procurement portal of CPP.

Correspondence on tender documents: -

- a) Tender Document: - The prospective bidder shall download the tender documents online from CPP's e-Procurement portal and upload digitally signed entire tender document on CPP e-tender portal. Besides, whenever tenderer signatures are earmarked in the tender documents, the Tenderer shall put his signature and upload scanned copies of the same.
- b) Amendment to Tender Document: - At any time, prior to scheduled date of submission of bids, AAICLAS if it deems appropriate to revise any part of this tender or to issue revised dates or to issue additional date to clarify the interpretation of provisions of this tender and may issue addendum/corrigendum to this tender. Any such Addendum/ Corrigendum shall be deemed to be incorporated by this reference into this tender and shall be binding on the bidders. Addendum/Corrigendum will be notified through CPP's Website/Portal only and will form part e-tender documents. The bidders are advised to visit CPP's Website/Portal regularly.
- c) Clarifications of Tender Document: - Bidder, requiring any clarifications of the tender document, if any, may submit their queries prior to submission of bid through provision of CPP's Website/Portal as per the Schedule of dates given in the Notice Inviting E-Tender. Replies to queries by AAICLAS will be uploaded through CPP's e-Procurement portal. The bidders are advised to visit CPP's Website/Portal regularly.  
No direct queries from bidder will be entertained except on CPP's website.
- d) No correspondence shall be entertained from the tenderer after opening of tenders, other than the one asked by AAICLAS for any clarifications, if required.

**SECTION- I****NOTICE INVITING E-TENDER**

**1.0** AAI Cargo Logistics and Allied Services Company Ltd. (AAICLAS), a 100% subsidiary of Airports Authority of India having its headquarter at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110 003 on behalf of CEO, AAICLAS invites e-tenders through the NIC, CPP portal in the prescribed form from reputed Indian company/Firm having experience in Topographical Survey of various land/building/hangar/offices in India meeting the qualifications prescribed in the technical eligibility criteria.

Name of the Work	Period of Work	Estimated Value of work	Earnest Money Deposit & Tender Fee
Topographical Survey of various land/ building/ hangar/ offices of AAICLAS cargo facility(s) at various Indian airports with boundary pillars of reinforced concrete (size: 15cm X 15cm X 45cm) to be fixed at each corner of the surveyed land.	45 Days	INR 32,60,000/- (Thirty two Lakh sixty thousand only), inclusive of GST and other applicable taxes.	<b>EMD:</b> INR 65,200/- only. <b>Tender Fee:</b> INR 1180 /- (including GST) (EMD & Tender fees drawn in favour of AAI Cargo Logistics and Allied Services Company Ltd., New Delhi)

Speed · Reliability · Sustainability

**Note:**

Bidders who are willing to participate may download the tender document from Central Public Procurement Portal (CPPP) at <https://etenders.gov.in> and submit digitally counter signed tender document on-line at the same portal in the format along with all enclosures as specified here in the NIT.

**1.1 ELIGIBILITY CONDITIONS:**

1.1.1 The bidder must have successfully completed survey work of land/building/hangar/offices to value of the following in any one year during the last 07 years. Value of work indicated hereunder is inclusive of GST and other applicable taxes.:

At least 80% of 32,60,000/- = 26,08,000/- of one work

**or**

At least 50% of 32,60,000/- = 16,30,000/- of two work

**or**

At least 40% of 32,60,000/- = 13,04,000/- of three work.

1.1.2 Bidder should have Average Annual Gross Turnover of more than (30% of 32,60,000/- i.e. INR 9,78,000/- in last 03 financial years ending 31st March 2020, if the balance sheet

shows combined business of other kind, then 50% of the above turnover should be from specified business i.e. Topographical Survey of various land/building/hangar/offices.

- 1.1.3 The bidder should submit documentary proof of duly attested award letter and completion certificate from the awardee/ their authorized representative and any other documentary evidence in support of experience. The bidder shall submit duly audited and certified annual account statements and profit & loss statement by a statutory auditor/ registered chartered accountant for the proof of average annual financial turnover for the last 03 financial years ending 31st March 2020.
- 1.1.4 Tenderers showing continuous losses during the last three years in the balance sheet/ profit and loss account, as on the date of submission of bid shall be summarily rejected. The bidder has to submit online on CPP portal, certificate issued by statutory auditor/ chartered accountant with respect to net worth of the bidder.
- 1.1.5 Any party, either a sole proprietor/partnership firm, company, failing under the following categories is not eligible to participate:
- 1.1.5.1 Debarred/black listed by CBI, Central Vigilance Commission or AAI/AAICLAS or public sector Undertaking/Departments like Railways, Defence or any other Department of Govt. of India, State Govt. A declaration to this effect is to be submitted by the party at the time of submitting the tender documents.
- 1.1.5.2 Parties facing action under PPE Act with AAI/AAICLAS.
- 1.1.5.3 Parties either an individual or a business establishment, who has been ordered by a court of law to pay the outstanding dues of AAI/AAICLAS at any of the airports taken together and has not paid such dues to AAI/AAICLAS, shall also not be eligible for the participating in the tender.
- 1.1.5.4 Raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAICLAS/AAI in any of the Airport premises either against proprietor or any of the Directors/Managers/Employees of the company.
- 1.1.5.5 If the entity participating in any of the tenders is a private or Public Limited Company, Partnership Firm or sole proprietorship and any of the Director/partners/sole proprietor of such company is also a Director of any other company or partner of a concern or a sole proprietor having established business with AAICLAS/AAI and has outstanding dues payable to the AAI/AAICLAS except the dues pertaining to the current quarter i.e. the quarter in which the tender is invited, then the said entity shall not be allowed to participate in AAICLAS tenders.
- 1.1.5.6 A declaration on a non-judicial stamp paper of INR 100/- (Rupees One Hundred) duly attested by a notary public to the effect that the Tenderer does not fall under the categories 1.1.5.1 to 1.1.5.5 above has to be submitted in the Technical Bid. (Refer: Annexure- D
- 1.1.6 Consortium/Joint venture (JV) companies are not permitted to participate in the tender.

## **1.2 SCHEDULE OF CRITICAL DATES**

01.	Tender Publishing Date/ Bid Document Download/Bid Document Sale Start Date & Time	28.09.2021 at 1700 hrs.
02.	Pre-bid queries by Bidders to AAICLAS through e-portal – Start Date & Time	28.09.2021 at 1700 hrs.

03.	Clarification of pre-bid queries – End date Time.	05.10.2021 upto 1700 hrs.
04.	Bid Submission End Date & Time	13.10.2021 upto 1500 hrs.
05.	Date & Time of opening of Pre-Qualification/ Technical Bid (Cover –I)	14.10.2021 at 1500 hrs.
06.	Date & Time of opening of Financial Bid (Cover – II)	To be intimated later, on CPP portal
07.	Tender Fee	INR 1180 /- (including GST)
08.	Earnest Money Deposit (EMD)	INR 65,200/- only

The tendering process is online at NIC CPP e-portal URL address <http://etenders.gov.in> Aspiring bidders may go through the tender document by "Guest User" Login. Prospective Tenderers are advised to get themselves acquainted with the e-tendering participation requirements at "Guidelines for Bidders", register themselves at NIC e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III 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 AAICLAS Help Desk Support (contact details mentioned in tender document).

**1.3. This tender will be following TWO Cover system through online i.e.**

- (i) Cover-I (Pre-Qualification Criteria/Technical Bid)
- (ii) Cover-II (Financial Bid)

**1.4 The documents required for Cover-I & Cover-II evaluations are as follow: -**

**1.4.1 Cover-I (Tender fee, EMD, Technical Bid & PRE-QUALIFICATION): -**

- 1.4.1.1 Bid containing scanned copy of Unconditional Acceptance of AAICLAS's Tender Conditions, Integrity Pact, Tender fee, EMD.
- 1.4.1.2 Scanned copy of tender fee in the form of NEFT/RTGS/Bank Transfer payment receipt of value INR 1180/- (Rupees One Thousand One Hundred Eighty only) (including GST) and Earnest Money Deposit (EMD) of value INR 65,200/-in favour of AAI Cargo Logistics and Allied Services Company Ltd., New Delhi (as per account details given in the below table) stipulated in the Notice Inviting Tender may be submitted along with Unconditional Acceptance of AAICLAS's Tender Conditions (As per Annexure-B) &Integrity Pact (As per Annexure-L).

Account Name	AAI Cargo Logistics & Allied Services Company Limited
Account Type	Current

Account No.	000705044092
Bank Name	ICICI Bank Ltd.
Branch	Outer Circle, Connaught Place, New Delhi - 110001
IFSC Code	ICIC0000007

Note: EMD in the form of cash/demand draft or any other form other than specified above shall not be accepted.  
Exemption for submitting EMD as applicable to MSME Registered firms/companies shall be given as per extant rules/guidelines.

**1.4.1 Cover-II (Financial Bid):** - As required under clause 5.6 of general information/guidelines of Notice Inviting Tender.

**1.5 Bids Opening Process is as below: -**

**1.5.1** Clarification if any, will be received / replied in the CPP portal only as per schedule of critical Dates.

**1.5.2 Cover-I: Technical bid**

Cover-I opening date shall be as mentioned in Schedule of Critical Dates. The technical bids shall be evaluated based on the eligibility criteria specified in NIT and bidders whose bids meets the technical eligibility criteria shall only be technically qualified for opening of the financial bids. The intimation regarding acceptance/rejection of their bids will be given to the Bidders / firms through e-tendering portal (depending on evaluation of Cover I).

If any clarification is needed from the bidder about the deficiency/shortfall in his uploaded documents in Cover – I, he will be asked to provide it through CPP portal only once. The bidder shall upload the requisite clarification/documents within time specified by AAICLAS, failing which tender will be liable for rejection.

**1.5.3 Cover-II: Financial bid**

The financial bids of the bidders/firms found to be meeting the qualifying requirements shall be opened as per Schedule of Critical Dates. Bidders quoting lowest "Rate per Acre"(including GST) shall be declared as L-1 and may be considered for issue of Letter of Award (LOA) in terms of NIT.

**1.6** AAICLAS reserves the right to accept or reject any or all applications without assigning any reasons thereof.

AAICLAS also reserves the right to call-off the tender process at any stage without assigning any reason & reject the conditional tenders without assigning any reason thereto.

**1.7** At any time, prior to scheduled date of submission of bids, AAICLAS, if it deems appropriate to revise any part of this tender or to issue additional data to clarify the interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through Central Public



Procurement Portal to all bidders at <http://etenders.gov.in> only and will be binding on all.

- 1.8** In case the bidder has deposited EMD and tender fee but did not participate in the tender process i.e. the party has not submitted his bid on CPP portal and his name is not appearing in the bids submitted list then, on request of such party, amount paid toward EMD deposited by the bidder shall be refunded after 10% deduction of the EMD amount however, the tender fee shall not be refunded in this case.
- 1.9** After last date of submission of bid, at any stage if a Bidder withdraws from tender process, the entire EMD amount shall be forfeited.
- 1.10** After opening of the technical bid and before opening of financial bid, if any Bidder withdraws from tender process, the EMD of the party shall be forfeited and the party is liable to be debarred for participation in any tender at the said airport for 1 year from the date of debarment.
- 1.11** AAICLAS reserves the right to verify the credentials submitted by the bidder at any stage (before or after the award the work).

-Sd-

**Chief Operating Officer  
AAI Cargo Logistics and Allied Services Company Ltd.  
AAICLAS Complex,  
Delhi Flying Club Road,  
Safdarjung Airport,  
New Delhi-110 003**

## **SECTION- II**

### **E-TENDER GUIDELINES TO THE BIDDERS**

#### **2. Guidance to Bidders for Online Submission of Bids:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (the "CPP Portal") only, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering **on the CPP Portal, prepare their bids in accordance with the** requirements and submit their bids online on the CPP Portal. More useful information for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in>

#### **2.1 Registration on CPP Portal:**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in>) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration Process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC)  
(Class II or Class III Certificates with signing key usage) issued by any Certified Authority recognized by CCA India (e.g. Sify /nCode/ e-Mudra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **2.2 Searching for Tender Documents**

- 2.2.1 **There are various search options built in the CPP Portal, to facilitate** bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2.2 Interested bidders may download the required documents / tender schedules. These Bids can be moved to the respective '**My Tenders/ My Bids**' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 2.2.3 The bidder should make a note of unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### **2.3 Preparation of Bids**

- 2.3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.3.2 Please go through the NIT carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.3.4 To avoid the time and efforts required in uploading the same set of standard documents which are required to be submitted as a part of this bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **2.4 Submission of Bids**

- 2.4.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time and date. Bidder will be solely responsible for any delay due to other issues.
- 2.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4.3 Bidders have to make payment "Online" through RTGS/NEFT/ E-Transfer to pay the Tender Document Fee which is non-refundable & EMD (refundable) as applicable.
- 2.4.4 Bidders should prepare the NIT Document and pay Fee & EMD as per the instructions specified in the NIT documents.
- 2.4.5 Bidders are requested to note that they should necessarily submit their technical and financial bids online on CPP Portal in the format provided and no other format is acceptable.

#### **IMPORTANT-**

The price bid has been given as a standard BOQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file (which is in excel format), open it and complete the colored (unprotected) cells with their respective financial quotes. 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.

- 2.4.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. All the documents

being submitted by the bidders would be encrypted using PKI encryption techniques to ensure

the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.

- 2.4.7 The uploaded tender documents become readable only after the tender opened by the authorized bid openers.
- 2.4.8 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid No. and the date & time of submission of the bid with all other relevant details.
- 2.4.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **2.5 Assistance to Bidders**

- 2.5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

The 24 x 7 Toll Free Telephonic Help Desk Number Tel:  
0120- 4200462, 0120-4001002.  
E-Mail: [CPPP-doe@nic.in](mailto:CPPP-doe@nic.in); [support-eproc@nic.in](mailto:support-eproc@nic.in)

## **2.6 CPP under GePNIC, Help Desk Work**

- 2.6.1 For any technical related queries please call the Help desk. The 24x7 Help Desk Number 0120-4200462, 0120-4001002.

**Note:** Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while e-mailing any issue along with the Contact details. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

- 2.6.2 For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance. **E-Mail:** [cphp-doe@nic.in](mailto:cphp-doe@nic.in)
- 2.6.3 For any Issues / Clarifications relating to the publishing and submission of AAICLAS tender(s):
- 2.6.3.1 In order to facilitate the Vendors / Bidders as well as internal users from AAICLAS, Help desk work have been launched between 09:30-18:00 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk work shall be available on all working days (Except Sunday and Gazetted Holiday) between 09:30-18:00 hours and shall assist users on issues

related to the use of Central Public Procurement Portal (CPPP).

**2.6.3.2** Before submitting queries, bidders are requested to follow the instructions given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "**System Settings for CPPP**".

2.6.3.3 In case of any issues faced, the following official may be contacted.

Sl. No.	Support Person	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk	eprochelp@aaiclas.aero	+91 9891200520	0930-1800 Hrs. (MON –FRI)

**\* The Help desk work shall remain closed on all Govt. Gazetted Holidays.**

2.6.3.4 The above-mentioned help desk numbers are intended only for queries related to the issues on CPP e-Procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact Bid Manager of AAICLAS at contact details (Email/Telephone No.):

Contact No. +91 9891200520, DGM (Cargo)  
E-mail id: pctor@aaiclas.aero

#### **2.6.5 ADDRESS FOR CORRESPONDENCE**

All correspondence, other than e-tendering procedures & Technical support, shall be addressed to:

Bid Manager,  
For

**Chief Operating Officer  
AAI Cargo Logistics & Allied Services Company Limited  
AAICLAS Complex, Delhi Flying Club Road,  
Safdarjung Airport,  
New Delhi-110 003**

**SECTION- III****3.0 CHECK-LIST FOR DOCUMENTS TO BE UPLOADED ONLINE**

<b>Sl. No.</b>	<b>Name of the Document</b>	<b>Cover</b>	<b>Ref. to Tender Clause</b>	<b>Whether Uploaded</b>
3.1	Scanned copy of RTGS/NEFT/Bank Transfer receipt for INR 1180 /- (including GST) being proof of payment of Tender Fee.	I	Section-I, 1.4	YES / NO
3.2	Scanned copy of RTGS/NEFT receipt for INR 65,200/- being proof of payment of EMD/OR Proof for exemption of EMD in case the bidders MSME registered company, operating in the related field.	I	Section-I, 1.4	YES / NO
3.3	Scanned copy of Undertaking-cum-Declaration on Unconditional acceptance of Terms & Conditions (Annexure-B).	I	Section-I, 1.4	YES / NO
3.4	Scanned copy of GST Registration Certificate.	I	Section-V 5.5	YES / NO
3.5	Scanned copy of PAN (Permanent Account Number).	I	Section-V , 5.5	YES / NO
3.6	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration, as per applicability	I	Section-V 5.5	YES / NO
3.7	Scanned copy of Employees State Insurance Corporation (ESIC) Registration, as per applicability	I	Section-V 5.5	YES / NO
3.8	Scanned copy of Certificate of Net Worth from Chartered Accountant. (As per Annexure – O)	I	Section-V 5.5	YES / NO
3.9	Scanned copy of Balance Sheets along with Profit & Loss Accounts Statement for the last 03 financial year ending 31 <sup>st</sup> March 2020.	I	Section-V 5.5	YES / NO
3.10	Scanned copy of Declaration- Annexure-D	I	Section-V 5.5	YES / NO
3.11	Scanned copy of Statement of Legal Capacity-Annexure-E	I	Section-V 5.5	YES / NO
3.12	Scanned copy of Power of Attorney-Annexure-F	I	Section-V 5.5	YES / NO
3.13	Scanned copy of Financial Capacity of the Bidder & Experience Certificate-G	I	Section-V 5.5	YES / NO
3.14	Scanned copy of Undertaking by Bidder-Annexure-H	I	Section-V 5.5	YES / NO
3.15	Scanned copy of List of Near Relatives employed in AAICLAS/AAI - Annexure-I	I	Section-V 5.5	YES / NO
3.16	Any other documents required to fulfill the eligibility criteria as per tender conditions.	I	Section-V 5.5	YES / NO

3.17	No dues certificate from AAI/AAICLAS-Annexure-J, if bidder has been a vendor of AAI/AAICLAS	I	Section-V 5.5	YES / NO
3.18	Online Financial Bid from the CPP portal for the items as detailed in Financial Bid (Annexure-K).	II	Section-I 5.6	YES / NO
3.19	Integrity Pact-Annexure-L	I	Section-I 1.4	YES/NO
3.20	Scanned copies of TDS Certificates for experience claimed from non-Govt. organizations.	I	Section-V 5.5	YES/NO
3.21	Scanned copies of valid existing Labour Registration and/ or other ancillary applicable Regulatory Permits under Central and/or State laws, if any, as per applicability.	I	Section-V 5.5	YES/NO
3.22	Scanned copy of Performa for Experience on Topographical Survey (Annexure M)	I	Section-I 1.1	YES/NO
3.23	Undertaking on letter head of bidder regarding overall as well as break-up of turnover	I	I	Section-I 1.1



## **SECTION-IV**

### **4.0 DEFINITIONS**

- 4.1** "AAICLAS" means the "AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD".
- 4.2** "Bidder(s)" means a sole proprietor or a partnership firm (where the representing partner should hold not less than 51% share in the firm) or company registered under the Companies Act 1956 or Companies Act 2013 who participates in this tender process and submits their bid.
- 4.3** "Bid Manager" means the AAICLAS executive responsible for signing all documents on behalf of AAICLAS and shall coordinate all the activities of the tender with the bidder(s) / successful bidder / Survey Agency.
- 4.4** "The Survey Agency" means the person/firm or company with whom the order for the work is placed and shall be deemed to include its successors (approved by the authority) representatives, executors and administrators as the case may be unless exempted by the terms and conditions of the contract.
- 4.5** "Acceptance of Tender" means the letter or memorandum communicating to the Successful Bidder (Survey Agency) regarding acceptance of his tender. This includes an advance acceptance of his tender.
- 4.6** "The authority" means the "CEO, AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD, New Delhi - 110003 or his representative.
- 4.7** "Location" means the place/premises/ ancillary premises where the Survey Agency is to offer his service as per the contractual obligations.
- 4.8** "Day" means a day starting from 0001hrs. to 2400 hrs.
- 4.9** "The Award Letter / Work Order" means the order placed on the individual/company/firm for "Topographical Survey of various land/building/offices of AAICLAS cargo facility(s) at various Indian airports".
- 4.10** "The Contract" means the agreement signed between the AAICLAS and the Successful Bidder (Survey Agency) as per the terms and conditions contained in the tender.
- 4.11** "The Contract Price" means the price payable to the Successful Bidder (Survey Agency) as per his quoting in the Financial Bid for the full and proper performance of his contractual obligations.
- 4.12** "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.
- 4.13** MSME - Micro Small & Medium Enterprise as defined under Micro Small & Medium Enterprise Development Act 2006 as amended from time to time (gazette notification/published on 26.06.2020).



**Section-V**

**GENERAL INFORMATION AND GUIDELINES**

- 5.1 E-Tender Documents are not transferable.
- 5.2 All the documents are to be uploaded on CPP portal only. All the prospective bidders are advised not to contact AAICLAS employees for submission of documents.
- 5.3 Following bids shall be submitted through online mode only at NIC CPP E-Tendering Portal at etenders.gov.in by the bidder / tenderer: -
- i) Cover-I (**Technical e-bid** as per 5.4 and 5.5 as given below)
  - ii) Cover-II (Financial e-bid as per Clause 5.6)
- 5.4 **Cover-I (Technical e-Bid)** shall contain scanned copies of RTGS/NEFT/Bank Transfer receipt in respect of Tender Fees & EMD, Unconditional Acceptance of AAICLAS tender conditions, Integrity Pact and other documents mentioned below under clause 5.5 (a-e).
- 5.5 Bidders shall upload scanned copy of following documents along with authorization letter (if applicable) in readable form at NIC CPP E-Tendering Portal at etenders.gov.in as a part of technical bid):
- a) Scanned copy of Permanent Account Number (PAN) & GST Registration Certificate. In case any or all the provisions mentioned above are not applicable, the party should give a declaration to that effect. Non-submission will not be considered as exemption. AAICLAS reserves the right to confirm the legal applicability of the provisions before accepting the declaration of non-applicability as submitted by the party.
  - b) Scanned copy of Authorization Letter/Power of Attorney, if applicable. The authorization (Power of Attorney) should be on non-judicial stamp paper of INR 100/- duly attested by Notary Public (refer Annexure: F).
  - c) Scanned copy of valid ESIC & EPFO Registration as per applicability.
  - d) Scanned copy of valid existing Labour Registration and/or other ancillary regulatory permits applicable under Central and/or State laws, if any, as per applicability.
  - e) Scanned copy of work Experience Certificate with documentary proof such as Award Letter & Work contract Agreement along with its satisfactory completion certificate issued by user agency/ organization. The Bidder should have required experience in Topographical Survey of various land/building/ offices in India. The agencies showing Work Experience Certificate from **Non-Government/Non-PSU Organizations** should submit copy of Tax Deduction at Source (TDS) Certificate in support of the claim for having Experience of stipulated value of work.
  - f) Scanned copy of Annual Turnover Details: The Bidder should have Average Annual Gross Turn Over of INR INR 8,65,176/- against works executed in any one of the last 03 financial years. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
  - g) Details of the concern and legal status i.e. whether it is sole proprietor, partnership firm or a company under the Companies Act. Details to be provided (refer Annexure: E).

h) Scanned copy of following declaration on non-Judicial stamp paper of INR 100/- duly attested by notary (refer annexure-D):

- i. The bidders should submit the details of contracts held (current and past) at all AAI/AAICLAS controlled airports/Air Cargo Terminals and offices and the details of disputed and undisputed dues there on along with the details of Security Deposit and mode of Security Deposit (Refer Annexure- D).
- ii. Declaration that I/We have never been ordered by court of law to pay the outstanding dues to AAICLAS/AAI at any airport. (Refer Annexure- D).
- iii. If the entity participating in the e-tender is a private or public limited company, Partnership Firm or Sole Proprietorship and any of the Directors / Partners / Sole Proprietor of such company is also a director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has outstanding dues payable to the AAI/AAICLAS, then the said entity shall not be allowed in AAICLAS e-tenders. A declaration to this effect has to be submitted by the party / tenderer. (Refer Annexure: D)
- iv. Declaration to the effect that no raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the tenderer/contract granted by AAI/AAICLAS in any of the Airport/Air Cargo Terminal premises either against sole proprietor, partner or any member of the company or against our associates or against any of the Directors/Managers/Employees". (Refer Annexure D)
- v. Declaration to effect that the Bidder has not been blacklisted or debarred by AAI/AAICLAS, or any Government of India department, any Central or State public sector undertakings. (Refer Annexure D).
- vi. Declaration to effect that no cases / action under PPE Act initiated by AAI/AAICLAS. (Refer Annexure: D)
- vii. Declaration that I/We do not have any conflict of interest as detailed in clause 6.26 of general terms & conditions of tender document. (Refer Annexure: D)

i) Declaration in respect of near relatives working in AAI/AAICLAS (refer Annexure: I).

j) Certificate from Chartered Accountant/Statutory Auditor in respect of Financial Capacity (net worth) & Experience, as per Annexure: (refer Annexure-G & M)

k) Letter of Undertaking by Bidder (refer Annexure-H)

l) No Dues Certification from AAI/AAICLAS:

The party should also submit the No Dues Certificate issued by AAI/AAICLAS (Up to 30/06/2021, except where the dues are pertaining to current quarter i.e. the quarter in which tender is invited) in respect of all airports/Air Cargo Terminals under control of AAI/AAICLAS. Only signed certificate will be valid. Format as per Annexure: J

**Important:** AAICLAS reserves the right to verify, refer any document to the concerned authority for confirmation on case-to-case basis. Mere submission will not bind AAICLAS to accept the documents as valid for opening of financial bid.

**Note:**

One set of scanned copy of complete technical documentation comprising of documents as listed at clause 5.4 & 5.5 (a to l) above shall be uploaded in the technical bid. Each page of Technical Bids should be signed by the tenderer or person authorized by the tenderer. The authorization (Power of Attorney) should be on non-judicial stamp paper of INR 100/- duly attested by Notary Public, if applicable. (Format as per Annexure: F).

**5.6 Cover-II (Financial bid):**

i). The Financial Bid has been given as a standard **BOQ format** with the tender document and the

same is to be downloaded and 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.

- ii) Bidder must quote price bid in BOQ (Bill of Quantity) on '**Per Acre**' basis (In INR) "**including applicable GST**". Apart from the Airports listed in the clause 7.2, the bidder has to carry out the survey work on the same rate, T&C at other Airports too, if required by AAICLAS. The bidder may be required to undertake the work for stations other than the specified in the list on same rate / T&C.
- iii) The rate quoted by the bidder should be for the entire work (end-to-end) as given in the scope of work.
- iv) The amount quoted should be in figures as well as in words. Any over-writing, correction or insertion should be duly signed by the authorized signatories of the tenderer(s). In case of discrepancy between the amount offered in figures and words, the offer written in words will only be considered.
- v) Tender in which any of the particulars and prescribed information are missing or incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- vi) The AAICLAS does not bind itself to accept the lowest or any e-tender.

#### **5.7 AWARD OF CONTRACT:**

Upon selection of the successful bidder, a Letter of Award (LOA) shall be issued, in duplicate, by the AAICLAS to the Selected Bidder and the Selected Bidder shall, within 07 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the AAICLAS may, unless it consents to extension of time for submission thereof, cancel the LOA and the next ranking Bidder may be considered. AAICLAS shall be the sole judge in the matter of award of contract and the decision of AAICLAS shall be final and binding.

#### **5.8 Agreement:**

AAICLAS shall enter into a formal agreement / contract on a non-Judicial Stamp paper of INR 100 with the authorized representative of the successful bidder incorporating the agreed terms and conditions of NIT, Work Order, corrigendum if any, clarifications given by bidder against AAICLAS queries etc. within 15 days of award of work. The cost of the non-judicial stamp paper shall be borne by the successful bidder. (As per annexure-A)

#### **5.9 PERFORMANCE GUARANTEE**

Successful bidder shall submit an irrevocable interest free Performance Guarantee (PG) in the form of Demand Draft (DD)/Pay Order (PO)/Bank Guarantee from Nationalized Bank or Scheduled Bank (but not from a Co-operative or Gramin Bank) in the prescribed proforma of AAICLAS equal to 3% of the total contract value, after adjusting (deducting) the EMD amount within 15(Fifteen)

days of issue of Letter of Award (LOA). The Performance Guarantee (PG) shall be in the form of

DD/Pay Order/BG (as per AAICLAS standard format) in favour of 'AAI Cargo Logistics and Allied Services Company Ltd., New Delhi'. The Bidder, by submitting its Tender pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the AAICLAS's any other right or remedy hereunder or in law or otherwise, its Performance Guarantee(PG) shall be forfeited and appropriated by AAICLAS as per the mutually agreed pre-estimated compensation and damages payable to the AAICLAS for, inter alia, the time, cost and effort of the AAICLAS with respect to the NIT, including the consideration and evaluation of the Bid, under the following conditions:

- a. If the Survey Agency does not comply with the terms and conditions of performance related to work in terms of the Agreement and the ancillary documents;
- b. If the Survey Agency engages in any of the Prohibited Practices specified in this NIT;
- c. If the Survey Agency is found to have a Conflict of Interest as specified in NIT; and
- d. If the Survey Agency fails to deposit Performance Guarantee within stipulated period, no payment for the work done will be released to the Survey Agency. Moreover, interest @10% per annum on Performance Guarantee would be levied (non-refundable) for delayed period of submission. The Performance Guarantee shall be initially valid for the entire contract period plus 6 months beyond that and shall be refunded/returned after expiry of 06 (Six) Months from the scheduled date of completion of the contract. In case

the time for completion of work gets extended, the Survey Agency shall get the validity extended to cover such extended time of completion of work plus 06 (Six) Months. In case Survey Agency fails to extend the validity of the Performance Guarantee, the same is liable to be en-cashed and retained by AAICLAS as an interest-free deposit.

**5.10 COMMENCEMENT OF ASSIGNMENT:** The Survey Agency shall commence the work within 15 (Fifteen) days of the date of receipt of Letter of Award (LOA), or any other date as may be mutually agreed upon. If the Survey Agency fails to either sign the Agreement or commence the work as specified herein, the AAICLAS may invite L-2 bidder to match the price quoted by the L-1 bidder for the Award of Work. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/terminated.

**5.11 Refund of EMD:**

Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within 15 days of opening of financial bid. For all bidders who qualify in their technical bid and their financial bids are opened, the refund of EMD of all unsuccessful bidders in financial bid shall be processed within 30 days of opening of the financial bid or commencement of work by the Successful Bidder/Survey Agency whichever is later.

**5.12 Forfeiture of EMD:**

- a) In case a party has deposited EMD and Tender Fees but did not participate in the tender process i.e. the party has not submitted its bid on CPP portal and its name is not appearing in the bids submitted list, then, on request of such party, amount paid towards EMD by the party may be refunded as per clause 1.8 . However, the Tender Fees shall not be refunded in this case.
- b) After last date of submission of bid, at any stage if a Bidder withdraws from tender process, the entire EMD amount shall be forfeited.
- c) After opening of the technical bid and before opening of financial bid, if any Bidder withdraws from tender process, the EMD of the party shall be forfeited and the party is liable to be debarred for participation in any tender at the said airport for 1 year from the date of debarment.
- d) If at any stage, any information/documents submitted by the bidder is found to be incorrect/false or have some discrepancy which disqualifies the party then AAICLAS shall Forfeit the entire amount of EMD submitted by the Bidder.

**5.13** It may be noted that the Earnest Money Deposit of the **Successful Bidder** may be forfeited, on account of non-completion of the following:

- a) Acceptance of the offer within 07 working days from the date of the receipt of Letter of Award (LOA) or any extension thereof granted by AAICLAS.
- b) Commencement of work within 15 (fifteen) days of the receipt of Letter of Award or as notified by the AAICLAS.
- c) Furnishing the required Performance Guarantee within the 15 days of date of the receipt of Letter of Award or any extension thereof granted by AAICLAS.

d) If any contract is terminated due to any illegal activity which is punishable under any of the laws of the land, then the party will be debarred till the case is cleared by the concerned legal authority of the land. In case any penalty or fine is imposed by the concerned Authority then the party will be debarred till it obtains a clearance from the concerned Authority.

e) If at any stage AAICLAS finds that the party has submitted any false/wrong/ concealment of information/document affecting eligibility criteria of the bid, in such case, EMD shall be forfeited and party is liable to be debarred for one (01) year from participation in AAICLAS tenders

h) After opening of the financial bid, being L-1 in the tender, if the party withdraws its bid or after issuance of award letter, the Agency does not complete the requisite formalities, EMD shall be forfeited and the said bidder will be liable to be debarred from participating in any tender of AAICLAS for 1 year.

5.14 Bids submitted against the E-Tender shall remain valid for a period of 180 days from the date of opening of the technical Bid. If any tenderer withdraws during the validity period, his/its Earnest Money Deposit would be forfeited as per the terms & condition of the NIT. However, after opening of financial bid, being L1 (lowest bidder) in the tender if the party withdraws its bid, EMD shall be forfeited.

5.15 Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next lowest evaluated bidder or call for new E-bids.

5.16 The tenderer(s) shall give the list of his near relatives employed in AAICLAS.

5.17 On acceptance of the tender, the name of the tenderer, the name of the accredited representative(s) of the tenderer who would be responsible for taking instructions from authorized official of the AAICLAS to be intimated.

5.18 Silence or the use of the word "Noted" against any of the tender conditions shall mean tenderer agrees to comply with that/those conditions.

5.19 Sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria hence will be the basis for decision. A disclosure to this effect to be made at the time of application for tender form/or before submission of tender (applicable for Tender downloaded from website). Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.

5.20 No party or legal entity is allowed to submit more than one tender.

5.21 In case of partnership firms, as it does not have any legal entity of its own, hence if two or more firms are having common partners, then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has

been taken as the guiding principle. Since the provisions are different in Tax laws hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of contracts in AAICLAS. A disclosure to this effect to be made at the time of application for tender

- 5.22 Form/or before submission of tender (applicable for Tender downloaded from website). Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
- 5.23 In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect to be made at the time of application for tender form/or before submission of tender (applicable for Tender downloaded from website). Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
- 5.24 In case a foreign Company and its Wholly Owned Indian Subsidiary (WOS) Company are participating in the same tender, then a disclosure to be made during the application stage. Also, it will be mandatory for them to submit the basis and proof of the relationship during the Technical Bid stage.
- 5.25 It shall be deemed that by submitting the Bid, the Bidder has made a complete and careful examination of the NIT; received all relevant information requested from the AAICLAS; accepted the risk of inadequacy, error or mistake in the information provided in the NIT or furnished by or on behalf of the AAICLAS or relating to any of the matters; satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed application and performance of all of its obligations thereunder; acknowledged that it does not have a Conflict of Interest; and agreed to be bound by the undertaking provided by it under and in terms hereof.
- 5.26 The AAICLAS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to NIT or the Selection Process, including any error or mistake therein or in any information or data given by the AAICLAS.
- 5.27 AAICLAS reserves the right to extend the date of submission / opening of the bids as well as to extend the validity of the E-tender if situation warrants.
- 5.28 AAICLAS reserves right to reject any or all e-tender bids in part or in full without assigning any reason thereof.
- 5.29 All the above guidelines from clause 5.1 to clause 5.28 will form part & parcel of the Notice inviting E-Tender (NIT).



## **SECTION –VI**

### **6.0 GENERAL TERMS & CONDITIONS**

- 6.1** Offer/quote should be inclusive of specifically Govt. duties, sales tax, works contract tax, GST, surcharge and other taxes/levies, if any, and in the absence of any mention of these, the rate quoted shall be considered as inclusive of taxes and delivery charges. For outstation works rate should be inclusive of transportation charges, transit insurance or any other ancillary charges. Survey Agency will be responsible/liable to pay GST to concerned authority, if applicable. In other words, rates quoted by the agency will be all inclusive. No separate payment or reimbursement will be made additionally.
- 6.2** The rate should be quoted inclusive of cost of topographical survey, plotting of all existing features i/c outer profiles of various plots, open area, covered area, building blocks, floors, access roads, parking areas, trees, drains, sewers, water tank, fire hydrants etc. and submission of soft and hard copies of the complete survey report as per directions and entire satisfaction of the Officer-in-Charge.
- 6.3** A written work order from AAICLAS shall be dispatched on approval of your quotation/offer/bid. The work should be started only on receipt of written work order from AAICLAS. No responsibility shall attach to AAICLAS for the works executed in absence of such written order.
- 6.4** Completion period shall be clearly stated in the work order. The contractor/agency/agency receiving the order must complete the work within the stipulated period which shall be essence of the contract. In case of failure to complete the work within the time period, the AAICLAS, will be at liberty to cancel the order in part or in full and contractor/agency/agency will have to bear the difference of cost between the prevailing market price and price offered.
- 6.5** Rate should be clearly stated in words and figures as per the unit indicated by AAICLAS in the enclosed bill of quantities.
- 6.6** If after acceptance of the order, the Survey Agency fails to execute the work within the stipulated time, AAICLAS shall be free to get the same executed from the open market on the Survey Agency account and risk and the Survey Agency will be liable to make good to AAICLAS any loss or damage, AAICLAS may suffer thereby. In such case the order shall be treated as cancelled, without prejudice to AAICLAS's claim for compensation as above.
- 6.7** The work shall be carried out with regard to convenience of the occupants, if any, and arrangement and programme of work shall be adjusted accordingly, for which no extra claims/charges shall be entertained. The Bidder(s) are advised to visit the site(s) before quoting his/its rate. The entire work lies in the restricted operational area. The Survey Agency shall apply in writing in advance before commencement of work for issue of entry passes for personnel & material. The Survey Agency shall ensure that the personnel will work within the areas/zones allotted to them. The Survey Agency staff and workman shall strictly follow all the rules and regulations promulgated by AAICLAS. The quoted rates are deemed to be inclusive of all such factors and contingencies.
- 6.8** The work should be carried out as per the IS/BIS/CPWD specifications/directions and requirement of AAICLAS as amended till date and as per the ISI code of practice as applicable and, as per the instructions of the officer-in-charge. All the material should be got approved by the Officer-in-Charge before incorporating the same in the work.
- 6.9** If any urgent work (in respect whereof the decision of the officer-in-charge shall be final and binding) becomes necessary and the Survey Agency is unable or unwilling at once to carry it out, the officer-in-charge may arrange his own or other people to carry out the work as he may be consider necessary. If the urgent work is of such a nature that the Survey Agency, under the contract is liable to carry out at his expense then, all expenses incurred on it by AAICLAS shall be recoverable from the Survey Agency and adjusted or set-off against any sum payable to them.
- 6.10** Survey Agency is responsible for watch & ward and safety of the entire work including the materials till the completion of the work and handing over the same to AAICLAS after testing and commissioning.

**6.11** After day work, the site shall be cleared properly so that work of other agencies/users of space is not suffered. Any damage done shall have to be repaired to match the original at no extra cost to AAICLAS.

**6.12** The quantity shown in the schedule may vary during the actual execution of work. Increase in the quantity of items of work should be made by the Survey Agency at the quoted/awarded rates up to a limit of plus 30% increase of individual item and subject to the total increase does not exceed more than 10% of the work order value.

**6.13** On satisfactory completion of work, final bill shall be submitted by the Survey Agency to the Officer-in-Charge and the same shall be processed with the following documents:-

i) Computerized Measurement book jointly signed by the Survey Agency or his authorized representative and the Officer-in-Charge or his authorized representative.

ii) Part / final bill with break-up of taxes or other components.

iii) Certificate of date of completion of work.

iv) Test certificates and other relevant documents, if any.

v) Any other documents required by Officer-in-Charge.

#### **6.14 Completion Period:**

The work shall be completed in all respects within **45 (Forty-Five) Days** from the day of placing the work order, which shall be reckoned after issue of work order.

#### **6.15 Compensation for delay:**

Compensation for delay shall be levied at the rate of **one percent per week**. In case the work is not completed within the stipulated period and the delay is due to the reasons attributable to the Survey Agency. The amount of compensation thus leviable will be subject to the maximum of **ten percent** of work order value. Chief Operating Officer (COO)-AAICLAS, CHQ. or the accepting authority of quotation shall have powers to decide the amount of compensation to be levied and also to waive off the compensation.

#### **6.16 Officer-in-Charge:**

The work order shall be issued by Chief Operating Officer (COO)-AAICLAS, CHQ, who shall be the Officer-in-Charge for this work.

#### **6.17 Security Deposit:**

Ten percent of the work done value shall be deducted from the running/final bills of the Survey Agency as security deposit. The security deposit shall be refunded only after satisfactory completion of defects liability period. Alternatively, a cash deposit by way of RTGS/NEFT mode for an amount of 10% of the work done value shall be submitted up to defect liability period in favour of 'AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD'.

**6.18** Any correction, mutilation or overwriting in figures or rates should be supported by signature, otherwise the quotation will not be considered. No revision or correction in rates will be allowed after expiry of date of bid submission and quoted rates once accepted by AAICLAS will be binding on the contractor/agency and the Survey Agency will have to execute the order at such accepted rates and no revision rates or relaxation of terms and condition of transaction will be allowed thereafter.

**6.19 Qualification of the Staff deployed:** The personnel engaged for survey work shall be adequately qualified, experienced for such jobs and holding necessary permits/license as required by the statutory provisions and local by-laws. The supervisor should have Degree in the relevant Engineering field.

**6.20 Dress & Safety Gadgets:** The staff deployed by the Survey Agency shall be neatly dressed. The Survey Agency shall provide them with the necessary safety gadgets such as gloves, goggles etc. wherever required. The Survey Agency shall ensure that the personnel deployed are aware of the safety precautions.

**6.21 Conformity to statutory acts, rules, regulations, standards and safety codes:**  
**License for deploying contract Labour:** The Survey Agency/contractor, if required, shall obtain the license from the Regional Labour Commissioner, Central for deployment of labour on contract. The successful Survey Agency shall obtain the license at his cost.  
**Safety Codes & Labour Regulations:** Survey Agency /Contractor/agency has to comply with necessary statutory requirements of labour laws amended as on date and as well as do comprehensive insurance policy of his personnel before deploying them on the job.

**6.22** The Chief Operating Officer - AAICLAS, New Delhi shall have power to make amendment, omissions, additions in the original scope of work during the continuance of contract and the Survey Agency shall be bound to provide the work in accordance with any instructions given to him in writing signed by the Chief Operating Officer on the same conditions in all respects including rate on which he agreed to do the main job contract. Such amendment, omissions, additions or substitutions shall form part of the main/original job contract.

**6.23** If at any time after Acceptance of tender, AAICLAS decides to abandon or reduce the scope of the work for any reasons whatsoever and hence not require the whole or any part of the work to be carried out, the Chief Operating Officer shall give notice in writing to that effect to the Survey Agency and the Survey Agency shall act accordingly in the matter. The Survey Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive as a consequence of the foreclosure of the whole or part of the work.

**6.24** The Survey Agency shall abide by all the applicable rules and regulations framed under Central / State laws for the provision and disbursement of wages, P.F., E.S.I., Bonus, Labour license and other statutory obligations/welfare measures and insurance cover (third party coverage) for any possible injury or loss to the work force, as a result of the deployment in the premises of AAICLAS or in the course of the performance of the contractual functions/obligations.

**6.25** It would be the responsibility of Survey Agency to obtain the necessary security clearance and approval of Security Program from the BCAS/any regulatory agency mandatorily before commencement of the contract wherever required.

**6.26** It will be the responsibility of Survey Agency to obtain Airport Entry Permit (AEP) as per the guidelines of BCAS and on payment of applicable charges. Survey Agency will ensure that police verification/background checks and other documents are submitted in time. AAICLAS will not be held responsible for any delay in obtaining of passes due to non-adherence to the BCAS norms.

**6.27** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the AAICLAS, its resources, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- 6.28** Any notice required to be served on the bidder and/or Survey Agency under this Agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the AAICLAS under this agreement shall be deemed to have been served if delivered at or sent by Registered post to the AAICLAS, who should invariably acknowledge the notice.
- 6.29** The period of notice given under this Agreement would be counted from the date of receipt of notice by either side.
- 6.30** Subject as herein before otherwise provided, all notices to be given on behalf of the AAICLAS and all other actions to be taken on behalf of the AAICLAS, may be given or taken by Chief Operating Officer-AAICLAS.
- 6.31** The Survey Agency shall not, unless with the written consent of the AAICLAS, create a sub-contract of any description with regard to this contract or any part thereof, nor shall without such written consent as aforesaid, assign or transfer his contract or any part thereof.
- 6.32** The Survey Agency, its agents and resources shall observe, perform and comply with all rules and regulations of the Shop and Establishment Act, Factories Act, Industrial Disputes Act, Minimum Wages Act and the provisions of any statutory law applicable to the Survey Agency including any rules and regulations made by the AAICLAS, Civil Aviation Department, BCAS, DGCA, Customs or any other Department of Government and or local body or administration in force from time to time and to the business which the Survey Agency is allowed to carry on under this Agreement and to the area in which the said premises are located.
- 6.33** (a) The Survey Agency shall indemnify the AAICLAS from/against any claims made or damages suffered by the AAICLAS by reason of any default on the part of the Survey Agency or its employee in the due observance and performance of the provisions of any law which may be related to the purpose of this work and to the area in which premises are located.  
(b) The AAICLAS shall not be responsible in any way for loss or damage by any means caused to the Survey Agency's resources life, stock or property.
- 6.34** The Survey Agency shall employ only such resources as shall have good character and as well behaved and skillful in their business. He shall furnish to the AAICLAS in writing the names, parentage, age, residence and specimen signature or thumb impression of all resources whom he proposes to employ for the purpose of this work before they are so employed and the AAICLAS shall be at liberty to forbid the employment of any person whom it may consider undesirable.
- 6.35** During the continuance of contract, the Survey Agency will insure against any claim for resource's compensation or otherwise of all persons employed by him in connection with the jobs to be carried out as aforesaid with insurance company and shall produce for inspection on demand by the AAICLAS all policies in respect thereof and the receipts for current premium from time to time.
- 6.36** On expiry of the contract period or on termination of the contract by the AAICLAS on account of any breach on the part of the Survey Agency, the Survey Agency shall leave the premises and deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment and installations, if any, provided by the AAICLAS. Further, Survey Agency shall remove his/their goods/equipment and other materials from the premises immediately, failing which AAICLAS reserves its right to remove such goods/materials at the cost & risk of the Survey Agency and demand payment for such removal. If such payment is not made within 10 days, AAICLAS shall be at liberty to dispose-off the goods/materials of the Survey Agency by public auction to recover the cost. The Survey Agency shall not be entitled to raise any objection in such an eventuality.

### 6.37 Fraud & Corrupt Practices and Penalty:

- a) Even if the bidder satisfies every criterion as per the guidelines set forth above, but at any stage during the tender process, or after the issuance of LOA to the successful bidder, or after the execution of contract agreement or during its subsistence thereof, AAICLAS at its discretion can disqualify the bidder or terminate the contract (as the case may be), if the bidder/contractor/agency/ Survey Agency:
- i. Has been debarred by any state or central government or government agency in India and the same is subsisting at the time of NIT; or
  - ii. Has made misleading or false representation in the forms, statements and attachments submitted; or
  - iii. Does not respond promptly and thoroughly to requests for supplementary information requested by AAICLAS for the evaluation of the Proposal; or
  - iv. One or more of the eligibility criteria have not been met; or
  - v. Has made a material misrepresentation; or
  - vi. Has engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
  - vii. His associates or a person or entity having legal relationship with him committed any fraud or forgery by way of submission of any kind of documents/ bank guarantee/ Security Deposit etc. (during the tender process and thereafter) with this or any other tender/ contract with Airports Authority of India/AAICLAS or any PSU or Government Departments during the last 5 years;
- b) Then the LOA or the Agreement, as the case may be, shall, notwithstanding anything to the contrary contained therein or in this NIT Document, liable to be terminated by a communication in writing by AAICLAS to the Survey Agency, without AAICLAS being liable in any manner whatsoever to the Survey Agency. In such an event, AAICLAS shall forfeit and appropriate the EMD and Performance Guarantee and debar the Survey Agency from AAICLAS tenders for any period, minimum of one year, as the case maybe without prejudice to any other right or remedy that may be available to AAICLAS in this regard.
- c) If such an event occurs after the issuance of LOA and during the contract period, then AAICLAS reserves the right to take any such measure as may be deemed fit in the sole discretion of AAICLAS, including annulment of the contract and forfeiture of the Performance Guarantee amount.

### 6.38 Conflict of Interest:

- a) The bidder should ensure that they are not falling into any conflict of interest. The bidder shall be disqualified, if there, is a conflict of interest on its part. In such an event, AAICLAS shall forfeit and appropriate EMD, and debar the bidder from participating in future AAICLAS tenders for a period not less than one (01) year.
- b) The bidder shall be deemed to have a conflict of interest affecting bidding process, if:
- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder; its Member or any Associate thereof (or any constituent thereof) have common controlling shareholding or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder hereof having a shareholding of more than twenty(20) per cent of the paid up and subscribed share capital of Such Bidder, Member or Associate, as the case may be), in the other Bidder, its Member or Associate is less than twenty(20) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, Insurance company, pension fund, AAICLAS, Airports Authority of India, Govt of India or a public financial institution referred to in the Companies Act, 1956/2013 or as amended from time to time. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - aa) Where any intermediary is controlled by a person through management control or

otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. A constituent of Such Bidder is also a constituent of another Bidder; or
- iii. Such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other bidder, its member or any Associate thereof; or
- iv. Such Bidder has the same legal representative for purposes of the Proposal as any other Bidder; or
- v. Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; or
- vi. Such Bidder or any Associate thereof has participated as a consultant to AAICLAS in the preparation of any documents, design or technical specifications of the Contract.
- vii. In case of an applicant having legal relationship with any other applicant.

#### **6.39 Dispute Resolution Committee (DRC):**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instruction here-in before mentioned and as to the quality of work or as to any other question, claim, right, matter or thing whatsoever, in anyway arising out of or relating to the contract, specifications, 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.

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC):

- I. If a dispute of any kind, whatsoever, arises between AAICLAS and Survey Agency in connection with or arising out of the contract or the execution of the work, whether during the execution of the work or after the completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) set up at the AAICLAS Head Quarter, AAICLAS Complex, Safdarjung Airport, New Delhi.
- II. DRC, thus constituted may act as a 'Conciliator' and would be guided by the principles of 'conciliation' as included in Part III of the Arbitration & Conciliation Act, 1996 and as amended from time to time. DRC should take into consideration the rights and obligations of the parties, usage of work concerned and circumstances surrounding the dispute(s). Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If the parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- III. DRC shall give its report within 45 days of its constitution.
- IV. It is also a term of the contract that fees and other expenses, if payable to DRC shall

be paid equally by both the parties i.e. AAICLAS and the Survey Agency.

- V. It is also a term of the contract that no legal advisor/counsel/advocate would be allowed by either party during the proceedings of the DRC.

Unless the contract has already been repudiated or terminated, the Survey Agency shall, in every case, continue to complete the work as per the Agreement with all due diligence.

It is also a term of the contract that if the Survey Agency does not make any demand to the Dispute Resolution Committee in respect of any claim in writing within 90(ninety) days of receiving the intimation from the AAICLAS that the bill is ready for payment, the claim of Survey Agency would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all the liabilities under the contract in respect of these claims.

**6.40 Arbitration Clause: -**

- i. This clause shall be invoked only in case the dispute is not resolved by the DRC within 45 days. Once this clause is invoked, the DRC process will cease to be operative. All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there-under which are now enforced or which may hereafter come into force are applicable) shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO, AAICLAS within 30 days of receiving the application for appointment of Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
- ii. It is also a term of contract that if the Survey Agency does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One Hundred Twenty) days of receiving the decision/award from the Dispute Resolution Committee, the claim of the Survey Agency would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all its liabilities under the contract in respect of these claims.
- iii. It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.
- iv. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.  
The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- v. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him along with reasons.  
It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- vi. 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 seat of the arbitration would be New Delhi. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the

award is made and published, be shared equally by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amounts of costs to be so paid.

vii. It will be no bar that the Arbitrator appointed as aforesaid is has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.

viii. During the Arbitral and Dispute Resolution proceedings, the Survey Agency shall continue to provide work regularly as per the agreement and perform all covenants of the agreements.

#### **6.40.1 Notice and Debarment Procedure for Blacklisting for participation in future tenders of AAICLAS:**

If the Survey Agency -

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing of 7 days from the AAICLAS Officer; or
- b) Commits default in complying with any of the terms and conditions of the contract and does not take effective remedial steps within 7 days after a notice in writing is given to him by the AAICLAS; or
- c) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing by AAICLAS.

The case for debarment of Survey Agency shall be dealt by office of the Chief Operating Officer of AAICLAS. If the performance of the Survey Agency or technical/financial capability is found unsatisfactory at any stage, following action may be initiated by concerned authority against the Survey Agency.

The matter will be brought to the notice of Chief Operating Officer and Chief Executive Officer, AAICLAS.

A committee shall be constituted by Chief Operating Officer-AAICLAS to scrutinize the adverse remarks with a view to initiate a case for debarring of the concerned Survey Agency from participating in future tenders/works of AAICLAS.

If committee recommends that further action is required to debar the Survey Agency, then with the concurrence of Chief Operating Officer-AAICLAS a show-cause notice shall be issued to the concerned Survey Agency, bringing out its short-comings and defaults in the work done during the concerned period. Reply when received from the Survey Agency shall be carefully scrutinized with respect to the factual position by the committee and following action shall be taken:

- i. In case it is found that Survey Agency is not fully responsible for delay/default, concerned Authority may process the case recommending its non-participation in AAICLAS tenders in future for a limited period of 1 year
- ii. In case, it is established that the Survey Agency is fully responsible for unsatisfactory performance, case shall be processed for blacklisting for a minimum period of 1 year and maximum upto 3 years. On decision to blacklist/debar a Survey Agency, the concerned Survey Agency shall also be intimated.



**6.41 Termination for cause-** If the Survey Agency or the AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the Dispute Resolution Committee (DRC) is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the Contract will terminate after the expiry of the notice period. The agreement shall also provide the invocation of arbitration clause only after internal dispute mechanism has been exhausted. However, the notice for termination will be deemed to have commenced irrespective of the arbitration proceedings.

**6.42 Termination for convenience:** - Either party, AAICLAS on one part and the Survey Agency on the other part can serve the notice by giving requisite notice period. The main agreement shall continue to be in-force until terminated by either party giving 30 (Thirty) days prior notice to the other party in writing (Termination by either party of all or any part of the work to be furnished at a specific location required 30 (Thirty) days prior notice to the party).. However, the date on which notice was received at AAICLAS will be the commencement of the notice period. If the party has served the notice, then the party liable to face the following: -

Notice period	Debarment Period
If the Termination occurs before the expiry of 50% of the period of contract	Next One year
If the Termination occurs after the expiry of 50% but before the expiry of 75% of the period of contract	Nil
If the Termination occurs after the expiry of 75% of the period of contract	Nil

**6.43 Termination for regulatory / legislative or supervisory requirements:** If any provision on law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. In such an event, no compensation is payable by AAICLAS.

**6.44 PAYMENT TERMS:**

- a) Rate: The rate quoted are all inclusive but not limited to statutory or local taxes, ancillary or any other costs, Boarding and lodging cost, if any, incurred by the agency.
- b) Billing: Agency will submit the bill in duplicate after completion of the task at the airport along with the certificate of completion of job by officer-in-charge of each airport along with drawings duly certified by the agency and officer-in-charge.
- c) Payment: AAICLAS will settle the bill within 30 days of receipt of invoice for the work completed in all respect as given in the SOW after verification by AAICLAS officer, designated by COO-AAICLAS.

**6.45** The Notice Inviting Tender including the text of the agreement and General Information & Guidelines will form part of the tender documents.

**6.46** In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be New Delhi.

(SIGNATURE OF SURVEY AGENCY)

**7.0 Special Terms and Conditions****7.1 SCOPE OF WORKS**

- 7.1.1 Topographical survey of the land shall cover all the existing features of the site including plot dimensions, plot area, outer profile of various land/Building/ Hangar/Offices/ Residential area/Paved area/ unpaved area of AAICLAS cargo facility(s) at Airport(s) in India, as specified in clause 7.2 and associated area by using total station survey.
- 7.1.2 Depending on requirement AAICLAS may also allot survey work of Cargo facilities/land at Airports other than the specified at Clause 7.2. The Agency will be required to carry out the survey work at its quoted rate on same T&C. This arrangement will be valid for 180 days from the date of Award of Contract.
- 7.1.3 The area of the above shall be shown separately i.e. built-up area/ covered area and open area plot/paved/vacant area clearly mentioned for the assessment of the house tax of AAICLAS property. Airport wise details needs to be submitted as per Annexure- P.
- 7.1.4 The area survey should also be showing existing features like Boundary wall, roads, electric poles, high tension lines, trees, Water features/bodies, drain/nallah etc. making temporary bench mark.
- 7.1.5 All the details of areas shall be submitted to Chief Operating Officer AAICLAS in the form of hard copy in 05 nos. along with drawings, soft copy in Autocad, USB drive/CD format, marking coordinates of all the corners as per direction and satisfaction of Officer-in-Charge.
- 7.1.6 The topographical Survey shall be carried out with total station instrument and other measuring devices which are properly calibrated. Instruments / Equipment's required to carry out the scope of the contract will be arranged by the agency on its own. AAICLAS will not be responsible for the same.
- 7.1.7 Boundary pillars with reinforced concrete (size: 15cm X 15cm X 45cm) to be fixed at each corner of the surveyed land.

**7.2 Airport wise AAICLAS area to be surveyed are as under:**

S.No.	Airports	Area in Sqm. (Approx.)	Acre (Approx.)
1	Coimbatore	14,164	3.5
2	Madurai	1909.56	0.472
3	Tiruchirapalli	23,622	5.84
4	Chennai	2,40,480	59.4
5	Kolkata	74,000	18.3
6	Bagdogra	1200	0.3
7	Lucknow	10967	2.71

8	Varanasi	8,215	2.03
9	Vijayawada	6880	1.7

10	Visakhapatnam	21036	5.2
11	Amritsar	21,044	5.2
12	Jaipur	13,273	3.28
13	Ahmedabad	6,900	1.7
14	Mangalore	4,598	1.14
15	Bhubaneswar	7958	1.97
16	Raipur	437	0.11
17	Aurangabad	1490	0.37
18	Pune	500	0.12
19	Calicut	1,922	0.47
20	Trivandrum	15,793	3.9
21	Goa	1,261	0.31
22	Guwahati	2,750	0.68
23	Jorhat	96	0.02
24	Indore	1,716	0.42
25	Port Blair	5300	1.31
26	Ranchi	1,183	0.3
27	Jammu	100	0.02
28	Srinagar	4,047	1.35
29	Patna	432	0.11
<b>GRAND TOTAL</b>		<b>4,93,273</b>	<b>122.2</b>

**Note:** The area given above is tentative which may vary from station to station.

**ANNEXURE-A**

**8.0 DRAFT AGREEMENT**

(to be executed on non-judicial stamp paper of INR..... value)

**“Topographical Survey of various land/building/offices of AAICLAS cargo facility(s) at various Indian airports.”**

AAICLAS

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand

\_\_\_\_\_ between AAI Cargo Logistics & Allied Services Company Limited (A 100% subsidiary company of Airports Authority of India) having its Corporate office at AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi-110 003 represented by Chief Operating Officer-AAICLAS, AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi, hereinafter called "AAICLAS", (which term shall unless expressly excluded by or is repugnant to the context, include Chief Executive Officer (CEO), Chief Operating Officer (COO), other officers and all or any of them duly authorized by the CEO, AAICLAS, in this behalf and its successors and assigns) of the one part and M/s. \_\_\_\_\_ having its registered office at

\_\_\_\_\_ and represented by Shri \_\_\_\_\_ (Designation); the Authorized Signatory of other part, hereinafter called "the Survey Agency" (which term unless excluded by or is repugnant to the context be deemed to include its heirs and representatives of the Survey Agency) (Proof of Authorized Signatory).

WHEREAS, the AAICLAS is desirous of availing services of the Survey Agency for providing work enumerated in Scope of Work, Schedule-A of Special Terms & Conditions under section VII of the tender document are hereinafter referred to as the said 'WORK'.

AND WHEREAS, the said Survey Agency has agreed to render the said services to AAICLAS on the terms and conditions mentioned hereinafter.

**1. Scope of Work:**

- 1.1 Topographical survey of the land shall cover all the existing features of the site including plot dimensions, plot area, outer profile of various land/Building/ Hangar/Offices/ Residential area/Paved area/ unpaved area of AAICLAS cargo facility(s) at Airport(s) in India, as specified in clause 7.2 and associated area by using total station survey.
- 1.2 Depending on requirement AAICLAS may also allot survey work of Cargo facilities/land at Airports other than the specified at Clause 7.2. The Agency will be required to carry out the survey work at its quoted rate on same T&C. This arrangement will be valid for 180 days from the date of Award of Contract.
- 1.3 The area of the above shall be shown separately i.e. built-up area/ covered area and open area plot/paved/vacant area clearly mentioned for the assessment of the house tax of AAICLAS property. Airport wise details needs to be submitted as per Annexure- P.
- 1.4 The area survey should also be showing existing features like Boundary wall, roads, electric poles, high tension lines, trees, Water features/bodies, drain/nallah etc. making temporary bench mark.
- 1.5 All the details of areas shall be submitted to Chief Operating Officer AAICLAS in the form of hard copy in 05 nos. along with drawings, soft copy in Auto-cad, USB drive/CD format, marking coordinates of all the corners as per direction and satisfaction of Officer-in-Charge.
- 1.6 The topographical Survey shall be carried out with total station instrument and other measuring devices which are properly calibrated. Instruments / Equipment's required to carry out the scope of the contract will be arranged by the agency on its own. AAICLAS will not be responsible for the same.

**2. Foreclosure of the whole or part of the work:** If during the currency of the contract, AAICLAS decides to abandon or reduce the scope of the work for any reasons whatsoever and hence does not require the whole or any part of the work to be carried out. The Survey Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which it might have derived from the execution of the work in-full but which it did not derive as a consequence of the foreclosure of the whole or part of the work.

**3.** If the Survey Agency does not meet the service level/performance parameter even after imposing penalty & issuing notice for any three-occasions and AAICLAS finds dissatisfaction with the work of Survey Agency, then AAICLAS may exercise the option to terminate the contract as per the Termination Clause & forfeit the Performance Guarantee of this contract. The decision of AAICLAS in this matter shall be final & binding upon the Survey Agency.

**4. DURATION OF AGREEMENT:** This Agreement shall be deemed to have commenced from 0001hrs on\_\_\_\_\_and shall continue to be enforced upto\_\_\_\_\_hrs. on\_\_\_\_\_.

**5. PAYMENT TERMS:**

- A. On consideration that the Survey Agency actually performed the said work satisfactorily, the AAICLAS shall pay to the Survey Agency at the rate of INR\_\_\_\_\_per Acre all inclusive) for the work completed in all respect as per SOW.

- B. Billing: Agency will submit the bill in duplicate after completion of the task at the airport along with the certificate of completion of job by officer-in-charge of each airport along with drawings duly certified by the agency and officer-in-charge.
- C. Payment: AAICLAS will settle the bill within 30 days of receipt of invoice for the work completed in all respect as given in the SOW after verification by AAICLAS officer, designated by COO-AAICLAS.

**6. SECURITY DEPOSIT:**

Ten percent of the work done value shall be deducted from the running/final bills of the Survey Agency as security deposit. The security deposit shall be refunded only after satisfactory completion of defects liability period. Alternatively, a cash deposit by way of RTGS/NEFT mode for an amount of 3% of the work done value shall be submitted up to defect liability period in favour of 'AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD'.

**7. ADHERENCE OF SECURITY CONDITIONS**

**Entry Passes:** Before commencement of work, the Survey Agency shall apply for valid entry passes, Photo Identity Cards (PIC) for all the required resources under the terms of the contract in due time.

**8. STATUTORY RULES AND REGULATIONS: -**

- a. The Survey Agency shall abide by all labour and other laws and other statutory obligations including the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and other applicable statutes.
- b. The Survey Agency shall have a separate PF and ESI account for their resources engaged in AAICLAS for the work given in the SOW.

**9. TERMINATION OF CONTRACT/ NOTICE OF TERMINATION.**

A) **Termination for cause-** If the Survey Agency or the AAICLAS has invoked the internal dispute resolution clause (as per which the dispute referred to the Dispute Resolution Committee (DRC) is to be completed within a period of 45 days) and the same remains unresolved after the specified time period, it will be deemed that the notice period for the termination has commenced from the next date within which the dispute should have been resolved. No extra notice need be served by either party and the Contract will terminate after the expiry of the notice period. The agreement shall also provide the invocation of arbitration clause only after internal dispute mechanism has been exhausted. However, the notice for termination will be deemed to have commenced irrespective of the arbitration proceedings.

B) **Termination for convenience:** - Either party, AAICLAS on one part and the Survey Agency on the other part can serve the notice by giving requisite notice period. The main agreement shall continue to be in-force until terminated by either party giving 60 (Sixty) days prior notice to the other party in writing (Termination by either party of all or any part of the work to be furnished at a specific location required 60 (Sixty) days prior notice to the party).. However, the date on which notice was received at AAICLAS will be the commencement of

the notice period. If the party has served the notice, then the party is liable to face the following: -

Notice period	Debarment Period
If the Termination occurs before the expiry of 50% of the period of contract	Next One year
If the Termination occurs after the expiry of 50% but before the expiry of 75% of the period of contract	Nil
If the Termination occurs after the expiry of 75% of the period of contract	Nil

**C) Termination for regulatory / legislative or supervisory requirements:** If any provision on law or legislation of India makes it mandatory to stop/prohibits the continuation of any contract at any particular location or otherwise, then it will be deemed to be closed from the date of such enactment. In such an event, no compensation is payable by AAICLAS.

#### **10. Performance Guarantee –**

The Survey Agency shall submit an irrevocable interest free Performance Guarantee (PG) in the form of Demand Draft (DD)/Pay Order (PO)/Bank Guarantee from Nationalized Bank or Scheduled Bank (but not from a Co-operative or Gramin Bank) in the prescribed proforma of AAICLAS equal to 3% of the total contract value, after adjusting (deducting) the EMD amount within 15(Fifteen) days of issue of Letter of Award (LOA). The Performance Guarantee (PG) shall be in the form of DD/Pay Order/BG (as per AAICLAS standard format) in favour of 'AAI Cargo Logistics and Allied Services Company Ltd., New Delhi'. The Bidder, by submitting its Tender pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the AAICLAS's any other right or remedy hereunder or in law or otherwise, its Performance Guarantee(PG) shall be forfeited and appropriated by AAICLAS as per the mutually agreed pre-estimated compensation and damages payable to the AAICLAS for, inter alia, the time, cost and effort of the AAICLAS with respect to the NIT, including the consideration and evaluation of the Bid, under the following conditions:

- a. If the Survey Agency does not comply with the terms and conditions of performance related to work in terms of the Agreement and the ancillary documents;
- b. If the Survey Agency engages in any of the Prohibited Practices specified in this NIT;
- c. If the Survey Agency is found to have a Conflict of Interest as specified in NIT;
- d. If the Survey Agency fails to deposit Performance Guarantee within stipulated period, no payment for the work done will be released to the Survey Agency. Moreover, interest @10% per annum on Performance Guarantee would be levied (non- refundable) for delayed period of submission. The Performance Guarantee shall be initially valid for the entire contract period plus 6 months beyond that and shall be refunded/returned after expiry of 06 (Six) Months from the scheduled date of completion of the contract. In case the time for completion of work gets extended, the Survey Agency shall get the validity extended to cover such extended time of completion of work plus 06 (Six) Months. In case Survey Agency fails to extend the validity of the Performance Guarantee, the same is liable to be en-cashed and retained by AAICLAS as an interest-free deposit.



e. Depending on the increase in volume of the work (quantity) and consequent increase in the value of contract, the Survey Agency shall enhance the Performance Guarantee value as intimated by AAICLAS.

**11. SUB-CONTRACTING OF CONTRACT:** The Survey Agency shall not sublet any portion of this contract to other agency(ies) and if subcontracting is established, the contract shall be liable for termination after issue of a notice to the Survey Agency as provided for in the contract. In addition, a penalty @ 10% of the bill amount for the concerned month(s) shall also be levied.

**12. OBSERVANCE OF RULES/REGULATIONS/DIRECTIONS:** The Survey Agency shall comply with the requirements and directions as given by the officers of AAICLAS or by its nominated/nodal agency in respect of any matter related to hygiene, sanitation, prevention of infectious diseases, nuisance from insects/ flies and use of toilets/washrooms etc.

**13. Dispute Resolution Committee (DRC): -**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications and instructions here-in before mentioned and as to the quality of service/work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, specifications, 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.

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) set up at AAICLAS, AAICLAS Complex, Delhi Flying Club Road, Safdarjung Airport, New Delhi.

If a dispute of any kind, whatsoever, arises between AAICLAS and Survey Agency in connection with or arising out of the contract or the execution of the work, whether during the execution of the work or after the completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC)..

- I. DRC, thus constituted may act as a 'Conciliator' and would be guided by the principles of 'conciliation' as included in Part III of the Arbitration & Conciliation Act, 1996 and as amended from time to time. DRC should take into consideration the rights and obligations of the parties, usage of service/work concerned and circumstances surrounding the dispute(s). Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If the parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- II. DRC shall give its report within 45 days of its constitution.
- III. It is also a term of the contract that fees and other expenses, if payable to DRC shall be paid equally by both the parties i.e. AAICLAS and the Survey Agency.
- IV. Both parties would be represented by their officers or authorized representatives. No legal advisor/advocate/counsel would be permitted during the DRC proceedings.

Unless the contract has already been repudiated or terminated, the Survey Agency shall, in every case, continue to complete the work as per the Agreement with all due diligence.

It is also a term of the contract that if the Survey Agency does not make any demand to the Dispute Resolution Committee in respect of any claim in writing within 90(ninety) days of receiving the intimation from the AAICLAS that the bill is ready for payment, the claim of Survey Agency would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all the liabilities under the contract in respect of these claims.

#### **14. ARBITRATION CLAUSE**

- a. This clause shall be invoked only in case the dispute is not resolved by the DRC within 45 days. Once this clause is invoked, the DRC process will cease to be operative. All disputes or differences (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises [Eviction of Unauthorized Occupants] Act and the rules framed there-under which are now enforced or which may hereafter come into force are applicable) shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO, AAICLAS within 30 days of receiving the application for appointment of Arbitrator. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
- b. It is also a term of contract that if the Survey Agency does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One Hundred Twenty Days) days of receiving the decision/award from the Dispute Resolution Committee, the claim of the Survey Agency would be deemed to have been waived and absolutely barred and the AAICLAS shall be discharged and released of all its liabilities under the contract in respect of these claims.
- c. It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.
- d. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- e. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- f. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him along with reasons.
- g. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- h. 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 seat of the arbitration would be New Delhi. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be shared equally by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the

discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amounts of costs to be so paid.

- i. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the AAICLAS and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account.
- j. During the arbitral and Dispute Resolution proceedings, the Survey Agency shall continue to provide work regularly as per the agreement and perform all covenants of the agreements.

**15. Notice and Debarment Procedure for Blacklisting for participation in future tenders of AAICLAS:**

15.1 If the Survey Agency -

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the AAICLAS Officer; or
- b) 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 the AAICLAS Officer; or
- c) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the AAICLAS Officer.

15.2 The case for debarment of Survey Agency shall be dealt by office of the Chief Operating Officer of AAICLAS and the Regional Manager of the respective Airport. If the performance of the Survey Agency or technical/financial capability is found unsatisfactory at any stage, following action may be initiated by concerned officer against the Survey Agency.

15.3 The matter will be brought to the notice of Chief Operating Officer and Chief Executive Officer, AAICLAS.

15.4 A committee shall be constituted by Chief Operating Officer to scrutinize the adverse remarks with a view to initiate a case for debarring the concerned Survey Agency from participating in future tenders of AAICLAS.

15.5 If committee recommends that further action is required to debar the Survey Agency, then with the concurrence of Chief Operating Officer a show-cause notice shall be issued to the concerned Survey Agency, bringing out its short-comings and defaults in the work done during the concerned period.

Reply when received from the Survey Agency shall be carefully scrutinized with respect to the factual position by the committee and following action shall be taken:

- i. In case it is found that Survey Agency is not fully responsible for delay/default, concerned Authority may process the case recommending its non-participation in AAICLAS tenders in future for a limited period of 1 year.
- ii. In case, it is established that the Survey Agency is fully responsible for unsatisfactory performance, case shall be processed for blacklisting for a minimum period of 2 years and maximum upto 3 years  
On decision to blacklist/debar a Survey Agency, the concerned Survey Agency shall also be intimated.

**16. Novation of Agreement:** It is hereby agreed between the Parties that the AAICLAS shall have the right to novate this Agreement in favour of any third party (hereinafter "Third

Party") on the same terms and conditions as contained in this Agreement and the Survey Agency hereby agrees to enter into such Novation Agreement recognizing the Third Party as the Authority in place of AAICLAS.

**17. JURISDICTION:** This agreement shall be subject to the exclusive jurisdiction of the Courts in New Delhi.

**18. FORCE MAJEURE:** It will be the endeavour of the Survey Agency to fulfil and discharge its obligations in terms of the Agreement faithfully and diligently. In case, the Survey Agency is unable to perform its obligations for reasons beyond its control such as fire, natural calamities, riots, civil commotion, mob agitation, arson, strike, lockout, government mandated lockdown, Act of God, Pandemic/Epidemic, war, disruption of operations at Air Cargo Terminal as determined by the AAICLAS etc. It shall not be liable for any damages or losses suffered by the AAICLAS.

**19.** In the event of any default, failure, negligence or breach, in the opinion of the AAICLAS on the part of the Survey Agency in the complying with all or any of the conditions of the contract/agreement, the AAICLAS will be entitled and be at liberty to determine the contract forthwith without payment of any compensation or damages and also forfeit in full or in- part the amount deposited by the Survey Agency for due performance of contract/agreement.

**20.** Acceptance of letter of award, NIT conditions, General Terms & Conditions and, Schedule 'A' and Schedule 'B' of Special Terms & Conditions shall form an integral part of the contract/agreement for all purposes and interpretation. In case of any conflict in tender documents and the executed agreement, conditions specified in the tender documents will prevail. .

**21.** The AAICLAS & The Survey Agency further agree that they are bound by the General information & guidelines, General Terms & Conditions, Special Terms & Conditions including Schedule 'A' and Schedule 'B' found in Appendix '1, 2 & 3' respectively annexed hereto.

**22.** The AAICLAS's letter No. .... dated ..... and the Survey Agency's letter No. \_\_\_\_\_ dated ..... to the extent it is covered by the AAICLAS's letter dated ..... shall form part of this agreement.

**23.** IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR REPRESENTATIVE HAND THIS THE ..... TWO THOUSAND TWENTY.

For and on behalf of Survey Agency	For and on behalf of AAI Cargo Logistics & Allied Services Company Ltd.,
	Chief Operating Officer
Witnesses: 1.	Witnesses: 1.

**Annexure 1 ( To the draft agreement)**

**Airport wise AAICLAS area to be surveyed are as under:**

<b>S.No.</b>	<b>Airports</b>	<b>Area in Sqm. (Approx.)</b>	<b>Acre (Approx.)</b>
1	Coimbatore	14,164	3.5
2	Madurai	1909.56	0.472
3	Tiruchirapalli	23,622	5.84
4	Chennai	2,40,480	59.4
5	Kolkata	74,000	18.3
6	Bagdogra	1200	0.3
7	Lucknow	10967	2.71
8	Varanasi	8,215	2.03
9	Vijayawada	6880	1.7
10	Visakhapatnam	21036	5.2
11	Amritsar	21,044	5.2
12	Jaipur	13,273	3.28
13	Ahmedabad	6,900	1.7
14	Mangalore	4,598	1.14
15	Bhubaneshwar	7958	1.97
16	Raipur	437	0.11
17	Aurangabad	1490	0.37
18	Pune	500	0.12
19	Calicut	1,922	0.47
20	Trivandrum	15,793	3.9
21	Goa	1,261	0.31
22	Guwahati	2,750	0.68

23	Jorhat	96	0.02
24	Indore	1,716	0.42
25	Port Blair	5300	1.31
26	Ranchi	1,183	0.3
27	Jammu	100	0.02
28	Srinagar	4,047	1.35
29	Patna	432	0.11
<b>GRAND TOTAL</b>		<b>4,93,273</b>	<b>122.2</b>

**Note:** The area given above is tentative which may vary from station to station.

**Letter of Unconditional Acceptance**

(On Bidder's letter head)

**ANNEXURE-B**

To,  
Chief Operating Officer,  
AAI Cargo Logistics & Allied Services Company Ltd.  
AAICLAS AAICLAS, AAICLAS Complex,  
Delhi Flying Club Road,  
Safdarjung Airport, New Delhi-110 003

(Date and Reference)

**Sub: "Topographical Survey of various land/building/hangar/offices of AAICLAS cargo facility(s) at various airports in India"**

Dear Sir,

With reference to your e-NIT Document dated ..... , I/We, having examined all relevant

documents and understood their contents fully . further wherever required, we have sought the clarification on terms and condition of the NIT from AAICLAS to our satisfaction. and, hereby submit our BID for **Topographical Survey of various land/building/hangar/offices of AAICLAS cargo facility(s) at various Indian airports.**

The BID is unconditional and unqualified.

- a) I/We acknowledge that the AAICLAS will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Bidder, and we certify that all information provided in the BID and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such BID are true copies of their respective originals.
- b) This statement is made for the express purpose of appointment as the Service Agency for the aforesaid job.
- c) I/We shall make available to the AAICLAS any additional information which it may deem necessary or require for supplementing or authenticating the BID.
- d) I/We acknowledge the right of the AAICLAS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account/grounds whatsoever.

- e) I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, evidenced by imposition of a penalty by an arbitral or AAICLAS or a judicial authority pronouncement or arbitration award against the Bidder, nor been expelled from any job or contract by any PSU, AAICLAS nor have had any contract terminated by any PSU, AAICLAS for breach on our part.
- f) I/We declare that:
- i) I/We have examined and have no reservations to the e-tender NIT Documents, including any Addendum/Corrigendum issued by the AAICLAS;
  - ii) I/We do not have any conflict of interest in accordance with the NIT Document;
  - iii) 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 NIT document, in respect of any tender or request for BID issued by or any agreement entered into with the AAICLAS or any other public sector enterprise or any government, Central or State; and
  - iv) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the NIT, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- g) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any BID that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clauses of the NIT document.
- h) I/We declare that we are not a member of any other Consortium applying for the said tender.
- i) 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 Authority which would cast a doubt on our ability to undertake the job or which relates to a grave offence that outrages the moral sense of the community.
- j) 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.
- k) 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/Partners/Resource.
- l) 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 the AAICLAS [and/ or the Government of India] in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above-mentioned tender.
- m) I/We agree and understand that the BID is subject to the provisions of the NIT document. In no case, shall I/we have any claim or right of whatsoever nature if the job is not awarded to me/us or our BID is not opened or rejected.
- n) I/We agree to keep this offer valid for 180 days from the date specified in the NIT.



- o) A Power of Attorney in favor of the authorized signatory to sign and submit this BID and documents is attached herewith in Annexure-F
- p) In the event of my/our Sole Proprietorship Firm/Partnership Firm/Company being selected as the Survey Agency, I/we agree to enter into an Agreement in accordance with the NIT. We agree not to seek any changes in the aforesaid form/format and agree to abide by the same.
- q) In the event of my/our firm or Company being selected as the Survey Agency, I/we agree and undertake to provide the work in accordance with the provisions of the NIT and that I/we shall be responsible for providing the agreed work on our own and not through any other person or Associate.
- r) I/We have studied NIT and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the AAICLAS or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of job.
- s) The Financial BID is being submitted separately as prescribed in NIT. This Technical BID read with the Financial BID shall constitute the Application which shall be binding on us.
- t) I/We agree and undertake to abide by all the terms & conditions of the NIT Document.

In witness thereof, I/we submit this BID under and in accordance with the terms of the NIT Document.

Yours faithfully,

(Signature, name and designation & seal of the authorized signatory)  
(Name and seal of the Bidder/ Lead Member)

**ANNEXURE-C****Particulars of the Bidder**

<b>1.1</b>	Title of Job: <b>"Topographical Survey of various land/building/hangar/offices of AAICLAS cargo facility(s) at various Indian airports"</b>
<b>1.2</b>	State whether applying as Sole Proprietor/Partnership Firm/ Company
<b>1.3</b>	State the following:
<b>1.3.1</b>	Name of Firm/ Company:
<b>1.3.2</b>	Legal status (e.g. sole proprietorship Firm or Company):
<b>1.3.3</b>	Country of incorporation:
<b>1.3.4</b>	Registered address:
<b>1.3.5</b>	Year of Incorporation:
<b>1.3.6</b>	Year of commencement of business:
<b>1.3.7</b>	Principal place of business
<b>1.3.8</b>	Name, designation, address and phone numbers of authorized signatory of the Bidder:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
<b>1.4</b>	Signature, name and designation & seal of the authorized signatory)  For and on behalf of .....  (.....) Seal of the authorized signatory Designation:

**DECLARATION**

I \_\_\_\_\_ Name, Designation & Company Name with Address, do hereby solemnly affirm and state as follows:

1. I/We are having/had the following contracts at AAICLAS/Airport Airports Authority of India:

Sr. No.	Airport Name	Facility/ Contract	Contract Period		Details of Security Deposit	Dues (disputed & Undisputed)
			From	To		

(In case of no contracts in AAICLAS/AAI controlled Airports, indicate NIL)

- 2 I/We are not debarred / blacklisted by CBI or AAI or AAICLAS or public sector undertakings/ Departments like Railways, Defence or any other department of Government of India or State Government.
- 3 I/We also declare that there are no proceedings pending before any Authority/Court of Law for blacklisting/debarment for participating in future contracts as on date of submitting the bid.
- 4 I/We have not faced/are not facing any action under PPE Act with AAI/AAICLAS.
- 5 I/We have never been ordered by a Court of Law to pay the outstanding dues to AAI/AAICLAS at any of the airports (In case if you have been ordered by Court of Law, submit all the details).
- 6 I/ We declare that none of the Directors/Partners/ Sole Proprietor of our company/firm is also a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI/AAICLAS and has pending dues with AAI/AAICLAS". (In case if you fall under anyone of the above category, please furnish all such relevant details).
- 7 I/We do not have any conflict of interest as detailed in clause of general terms and conditions of tender document.
- 8 I/ We declare that "No raid/seizure/search has been carried out and/or pending by a Regulatory Authority in respect of the license granted by AAI/AAICLAS in any of the Airport premises either against me and/or any member of the consortium or against our/its associates or against any of the Directors/Managers/Partners/Employees".

All the facts stated above are true and correct to the best of my knowledge, belief and information.

Date:

Signature with Seal

**ANNEXURE-E**

**Statement of Legal Capacity**

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

Ref. \_\_\_\_\_

Date:

To,

.....

.....

.....

Dear Sir,

**Sub: NIT for "Topographical Survey of various land/building/offices of AAICLAS cargo facility(s) at various Indian airports"**

I/We hereby confirm that I/we, the Bidder, the constitution of which has been described in the BID, satisfy the terms and conditions laid down in the NIT document.

Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.



Yours faithfully,

(Signature, name and designation/Seal of the authorized signatory)  
For and on behalf of .....

**ANNEXURE-F**

**Power of Attorney**

Know all means by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms.....son/daughter/wife of ..... and presently residing at....., who is presently employed with/retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for "**Topographical Survey of various land/building/offices of AAICLAS cargo facility(s) at various Indian airports**", sought by AAI CARGO LOGISTICS & ALLIED SERVICES COMPANY LTD. (herein after referred to as AAICLAS) including but not limited to signing and submission of all applications, BIDs and other tender documents and writings, participating in pre-bid and other conferences and providing information/ responses to the AAICLAS, representing us in all matters before the AAICLAS, signing and execution of all contracts and undertakings consequent to acceptance of our BID and generally dealing with the AAICLAS in all matters in connection with or relating to or arising out of our BID for the said Job/Work and/or upon award thereof to us till the entering into the Agreement with the AAICLAS.

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

IN WITNESS WHEREOF WE,.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....  
(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney

in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



**ANNEXURE-G**

**Proforma for Gross Turn Over (GTO) statement/certificate for the last 03 FYs on Topographical Survey of various land/ building/ offices in India**

Financial Year	Gross Turn Over (Rs.)	If GTO is from combined business, then above 50% GTO from Topographical Survey of various land/ building / hangar/ offices
2017-18		
2018-19		
2019-20		
<b>TOTAL</b>		

Certificate from the statutory Auditor

This is to certify that..... (Name of the Bidder) has completed the above business transactions as per eligibility criteria mentioned in above NIT clause 1.1.2 and has received the payments shown above against the respective years on account.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm/CA:

- 1) In the event that the Bidder does not wish to disclose its Gross Turnover, it may state that it has received more than the amount specified in the aforesaid certificate.
- 2) In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.
- 3) If the balance sheet shows combined business of other kind, then at least 50% of turnover should be from Topographical Surveys.
- 4) The bidder shall also attach copy of the work award letter, certificate issued by statutory auditor of the company/ firm specifying value of the work during any of the year during last 07 years ending 31st March 2020. (as per Annexure M).

**ANNEXURE-H**

**Undertaking by Bidder**

It is certified that:

- a) Our Firm or an individual or a business establishment has not been ordered by Court of Law to pay the outstanding dues of AAICLAS/AAI at any of the Airports as a whole and has no such dues to AAICLAS/AAI.
- b) Our firm/Sole Proprietorship/Company or its partners or its Directors have not been Debarred/black listed by CBI or AAI/AAICLAS or Public Sector Undertakings/Departments like Railway, Defense, or any other Department of Govt. of India, State Govt. Deptt. nor any case or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/ World Health Organization etc.
- c) Our Firm/Sole Proprietorship/Company is not facing any action under PPE Act, with AAICLAS.

Yours faithfully,

(Signature, name and designation / Seal of the authorized signatory)  
For and on behalf of .....





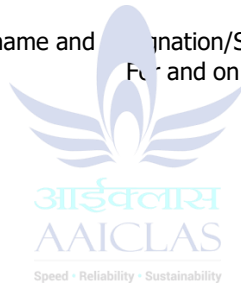
**ANNEXURE-I**

**LIST OF NEAR RELATIVES EMPLOYED IN AAI/AAICLAS**

Sl. No.	Name of Employee	Designation	Place of Posting

Note: If no relative is employed please declare as "NIL"

(Signature, name and Designation/Seal of the authorized signatory)  
For and on behalf of .....



**ANNEXURE: J**

**FORMAT OF OUTSTANDING DUES/ NO DUES CERTIFICATE**

1. Name of Contract :
2. Agreement No. :
3. Stipulated Date of Start of Contract :
4. Actual Date of Start :
5. Date of Completion / Termination :
6. Amount of SD available with validity period
7. Amount of Outstanding Dues upto 28/02/2020. Disputed and un-disputed **amounts to be shown separately**

Item	Disputed Amount (Rs)	Un-disputed Amount (Rs.)	Remarks
Licence Fee			
Space Rent			
Royalty			
Interest			
Any other item			
Total			

8. Details of any arbitration/litigation

**Signature**

**Name: [●]**

**Designation: [●]**

..... **Airport**

**Note: A separate certificate has to be produced in respect of each contract.**

**MUST READ INSTRUCTIONS BEFORE FILLING:**

**ANNEXURE-K**

Validate

Print

Help

**Item Rate BoQ**

Tender Inviting Authority:

Name of Work: Name of Work: Topographical Survey of various land/building/hangar/offices of AAICLAS cargo facility(s) at various Indian airports.

Contract No: AAICLAS/CHQ/TOPO. SURVEY TENDER/2021

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE with GST In <b>Figures</b> To be entered by the <b>Bidder</b> Rs. P	TOTAL AMOUNT With GST in Rs. P	TOTAL AMOUNT with GST In Words
1	2	4	5	13	53	55

1.01	<p>Topographical Survey of various land/ building/ hanger/ offices of AAICLAS cargo facility(s) at various Indian airports (list attached).</p> <p>The area of the above shall be shown separately i.e. covered plot/paved/vacant and built-up area clearly mentioned for the assessment of the house tax of AAICLAS property. The area should also be shown existing features, drain/nallah etc. making temporary bench mark.</p> <p>All the details of areas shall be submitted in the form of hard copy in 05 nos. along with drawings, soft copy in AutoCAD, USB drive/CD format as per direction and satisfaction of Officer –in –Charge.</p> <p>Boundary pillars with reinforced concrete (size: 15cm X 15cm X 45cm) to be fixed at each corner of the surveyed land.</p> <p>Please refer 7.2 of Section VII (Scope of Work/ Work)</p>	122.20	Acre		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

**Note:**

- 1) Bidders shall submit the financial BID in the formats at Annexure-K on online CPP Portal ("Financial BID") as per the guidelines on <https://etenders.gov.in> by the Bidder's Authorized Representative.
- 2) While submitting the Financial BID, the Bidder shall ensure The Financial BID shall take into account all expenses including applicable GST.

## **ANNEXURE-I**

### **INTEGRITY PACT**

(To be uploaded with Technical Bid)

This Pact made this ..... day of ..... between AAI Cargo Logistics and Allied Services Company Ltd. (A 100% Subsidiary of 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 AAICLAS Complex, Delhi Flying club Road, Safdarjung Airport, New Delhi-110003, hereinafter called the AAICLAS (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chief Executive Officer or Chief Operating Officer, AAICLAS, Officers or any of them specified by the Chief Executive Officer in his behalf, and shall also include its successors and permitted assigns) of the one part;

AND

represented by ..... of the other part, hereinafter called the "Bidder" (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) WHEREAS, the AAICLAS intends to award, under laid down organizational procedures, tender/contract for "Topographical Survey of various land/building/hangar/offices of AAICLAS cargo facility(s) at various Indian airports".

The AAICLAS, 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.

WHEREAS the AAICLAS is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the AAICLAS hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" (TI) headquartered in Berlin (Germany). The AAI/AAICLAS 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 AAICLAS for .....  
In response to the NIT (Notice Inviting Tender) dated ..... bidder 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 AAICLAS to obtain the desired said 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 AAICLAS, bidder 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 AAICLAS 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 AAICLAS**

- 1.1 The AAICLAS undertakes that no official of the AAICLAS, 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 AAICLAS 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 AAICLAS will report to the appropriate AAICLAS office, in case of 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 AAICLAS with full and verifiable facts and the same is prima facie found to be correct by the AAICLAS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the AAICLAS 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 AAICLAS, the proceedings under the contract would not be stalled.
- 3 Commitments of Bidders/Firms/Agencies/Companies:** The Bidder 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 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 AAICLAS, 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.
  - 3.1.1 The Bidder 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 AAICLAS 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 AAICLAS for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the AAICLAS.

- 3.1.2 The Bidder 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.
- 3.2. The Bidder shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3. The Bidder 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.
- 3.4. The Bidder, 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 AAICLAS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of work agreed upon for such payment.
- 3.5. The Bidder 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.
- 3.6. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the AAICLAS as part of the business relationship, regarding plans, technical BIDs and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.8. The Bidder 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 AAICLAS's associate(s)
- 3.9. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above. Person signing IP shall not approach the Courts while representing the matters to IEM and he/she will await their decision in the matter.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the AAICLAS, or alternatively, if any relative of an officer of the AAICLAS has

financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.12. The Bidder/Firm 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 AAICLAS.
- 3.13. That if the Bidder, 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 of NIT or in any other form such as to put his reliability or credibility as Bidder into question, the AAICLAS 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 declares that no previous transgression occurred in the last Three (03) 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 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 if sub-Survey Agency(s)/ associate(s) engaged by the bidder, with the approval of the AAICLAS after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crores (Rupees Zero point five Crores.) will be required to sign this Pact by the bidder, and the same will be submitted to AAICLAS before doing/ performing any act/ function by such sub-Survey Agency(s)/ associate(s) in relation to the contract/ work.
- 4.4. That the AAICLAS 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.
- 4.5. That if the Bidder(s) does/do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 above. AAICLAS will terminate the contract and initiate appropriate action against such Bidder(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. IC WARRANTY PERIOD, PG/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 AAICLAS 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 AAICLAS has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4 of the NIT, the AAICLAS is entitled to forfeit the earnest money deposited/bid security.
  - iv. To recover all sums already paid by the AAICLAS, 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 AAICLAS 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 encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AAICLAS, 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 AAICLAS resulting from such cancellation/rescission and the AAICLAS 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 AAICLAS.
  - 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. Forfeiture of Performance Bond in case of a decision by the AAICLAS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - x. That if the AAICLAS have terminated the contract under section 2 or 3 or 4 of NIT or if the AAICLAS is entitled to terminate the contract under section 2 or 3 or 4 of NIT, the AAICLAS shall be entitled to demand and recover from the Survey Agency damages equivalent to 3% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher and
  - xi. That the Bidder/Firm agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder can prove and establish to the satisfaction of the AAICLAS 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 AAICLAS.
- 6.2 The AAICLAS will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xi) 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 applies to the AAICLAS for premature revocation of the debarment and proves to the satisfaction of the AAICLAS that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the AAICLAS may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder for first time default.
- 6.4 That a transgression is considered to have occurred if the AAICLAS 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 AAICLAS 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.
- 7.0 Allegations against Bidders/ Sub-Survey Agencies/ Associates:  
That if the AAICLAS receives any information of conduct of a Bidder or Sub-Service provider or of an employee or a representative or Associates of a Bidder, Survey Agency or Sub- Survey Agency which constitute corruption, or if the AAICLAS has substantive suspicion in this regard, the AAICLAS will inform the Vigilance Department for appropriate action.
- 8 Independent External Monitor(s)
- 8.1 That AAICLAS 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, Survey Agency or AAICLAS.
- 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 AAICLAS.
- 8.4 That the Bidder accepts that the Monitor has the right to access without restriction to all tender/bid documentation of AAICLAS including that provided by the Bidder. The Bidder 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 - Survey Agency(s) and Associates. The Monitor is under obligation to treat the information and documents of AAICLAS and Bidder/ Sub- Survey Agencies/ 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 AAICLAS 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 AAICLAS 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 AAICLAS and the 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 AAICLAS within 2 weeks from the date of reference or intimation to him by the AAICLAS and, should the occasion arise, submit BIDs 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 AAICLAS or its agencies shall have 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 AAICLAS, as applicable.
- 11 Other Legal Actions
- 11.1 That the changes and supplements as well as termination notice need to be made in writing.
- 11.2 That if the Bidder is a partnership, this Pact must be signed by all the partners and consortium members or their authorized representatives.
- 12.0 Pact duration (Validity)
- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Bidder 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 Chief Executive officer of the AAICLAS.
- 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 This Integrity Pact is being submitted by the Bidders as a part of the documents comprising the bid. The AAICLAS reserves the right to execute this pact at any time after the submission of bid and this Pact shall be deemed to have been validly executed by the parties. The Bidders shall continue to be bound by the provisions of this Pact during the bidding process.
- 15 The particulars of the Independent External Monitor (IEM) is as under:

J K Khanna I.P.S. (Rtd.) A-102, Sector-55, Noida-2010307 (UP) Cell: 9810940403 Email id: jkkhannaips@yahoo.com	R. Ramanujam, I.A.S. (Rtd.) 44/24, Third Trust Cross Street, Mandavelipakkam, Chennai-600028 (TN) Cell: 9495511954/94444861953 Email id: raamaanuj@gmail.com
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BIDDER	AAICLAS
Name	Name
Designation	Designation

16 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Witness 1:

Witness 2:

**ANNEXURE-M**

**FINANCIAL DATA**

(WORK DONE DURING THE LAST SEVEN FINANCIAL YEARS)

**Performa for Experience on Topographical Survey of various land/building/hangar/offices) at various locations/places in India (To be issued by statutory auditor of the company/firm or Chartered Accountant, incase the bidder does not have statutory auditor, it should provide the certificate from its Chartered accountant that ordinarily audits the annual accounts of the bidder)**

Name of the Tenderer: .....

Sl. No.	Description	Financial data for Last 7 Audited Financial Years						
		FY .....	FY .....	FY .....	FY .....	FY .....	FY .....	FY .....
1	2	3	4	5	6	7	8	9
1	Maximum value of Topographical Survey of various land/ building/ hangar/ offices executed in any one year during the last 7 (Seven) years (updated the completed works to current costing level of enhancing at a simple rate of interest @7% per annum.							

**Note:**

1. All such documents reflect the financial data of the tenderer, and not that of sister or parent company.
2. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor under his signature and stamp in original along with membership no.
3. Please attach the relevant Work Order / Completion Certificate for the above-mentioned work for any of the last 07 (Seven) years as required under clause 1.1.1 of Section-I.
4. TDS Certificate has to be attached in case the user / client is private entity for the cross verification of the value of the work/work towards experience.

Signature

Chartered Accountant

Signature

Authorized Signatory of the Contractor/agency / Firm



**ANNEXURE-N**

**FORM OF BANK GAURANTEE**

(to be executed on Non-judicial stamp paper of Rs. 100/- by the tenderer)

AAI CARGO LOGISTICS AND ALLIED SERVICES COMPANY LTD.  
AAICLAS Complex,  
Delhi flying Club Road,  
Safdarjung Airport, New Delhi-110003

Performance GuaranteeNo:  
Amount of Guarantee:  
Guarantee Covered from:  
Last date of lodgment of claim:

Whereas M/s ....., having its registered office at

.....,  
(hereinafter called The Bidder/contractor/agency which expression wherever the context so requires shall include their successors and assigns) have entered into contracts for-  
..... vide, Work Order No..... Dtd

With

**AAI Cargo Logistics and Allied Services Company Ltd., AAICLAS Complex, Delhi flying Club Road, Safdarjung Airport, New Delhi-110003** (hereinafter referred to as "The Company" which expression wherever the context so requires shall include their legal heirs, successors, administrators, executors, assigns).

At the request of the Bidder/contractor/agency and in consideration of the Bidder/contractor/agency having to furnish a Bank Guarantee for a sum of

\_\_\_\_\_ as performance guarantee for the due performance/compliance of all the obligations/terms and conditions stipulated in these contracts, we \_\_\_\_\_ (bank),

\_\_\_\_\_ Branch, \_\_\_\_\_, (hereinafter referred to as 'The Bank'), bind ourselves irrevocably as guarantor and hereby unconditionally undertake to pay on demand to the Company a sum of **Rs.**

**only,**

in aggregate at any time, without any demur, protest, reservation, recourse, contestation and without any reference to the Bidder/contractor/agency. Any such demand made in writing by the Company on the Bank that the bidder/contractor/agency has committed breach of the obligations/terms and conditions stipulated in the contract/Purchase Order/Notice Inviting E-Tender no.... shall be final, binding and conclusive on the Bank, notwithstanding, the existence of any dispute or difference between the bidder/contractor/agency and the Company or any such dispute or difference pending before the tribunal, arbitrator or court or other authorities.

This guarantee shall not be revocable by notice or otherwise and shall be a continuing guarantee during its currency until it is discharged by the company in writing. The company shall have the fullest liberty, at any time, without affecting in any way the liability of the Bank under this guarantee to extend the time for performance of the contract or vary the obligations/terms and conditions of these contracts. The Guarantee contained herein shall also not be impaired or discharged for any forbearance or indulgence shown by the company to the bidder/contractor/agency, any omission or commission on the part of the company or in any other manner whatsoever.

The Bank also agrees that the company at its option shall be entitled to enforce this guarantee against the bank as the principal debtor in the first instance without proceeding against the bidder/contractor/agency notwithstanding any security or other guarantee that the company may have in relation to Bidder/contractor/agency's Liabilities.

The Bank further agrees that the guarantee herein contained shall not be affected by any change in the constitution of the Company or the constitution of the bidder/contractor/agency.

Notwithstanding anything contained herein above:

1. Our liability under this Bank guarantee shall not exceed
2. This Bank Guarantee shall be valid up to \_\_\_\_\_,
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if Company Provide a written claim or demand to the Bank on or before \_\_\_\_\_

"All claims under this guarantee will be payable through  
....."

"This guarantee will be returned to the Bank as soon as the purpose for which it is issued is fulfilled". The BG Confirmation Letter No ..... is an integral Part of the BG No. - Dated –

For Bank name

Place:

Date:



**ANNEXURE-O**

**Certificate of Net Worth from Chartered Accountant**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2019-20, the Net Worth of M/s ..... (Name & Registered Address of individual / firm / company), as on ..... (the relevant date) is Rs ..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)."

Signature of Chartered Accountant

.....

Name of the Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal



**Annexure - P**

**7.2 Airport wise AAI CLAS area to be surveyed are as under:**

<b>S.No.</b>	<b>Airports</b>	<b>Area in Sqm. (Approx.)</b>	<b>Acre (Approx.)</b>
1	Coimbatore	14,164	3.5
2	Madurai	1909.56	0.472
3	Tiruchirapalli	23,622	5.84
4	Chennai	2,40,480	59.4
5	Kolkata	74,000	18.3
6	Bagdogra	1200	0.3
7	Lucknow	10967	2.71
8	Varanasi	8,215	2.03
9	Vijayawada	6880	1.7
10	Visakhapatnam	21036	5.2
11	Amritsar	21,044	5.2
12	Jaipur	13,273	3.28
13	Ahmedabad	6,900	1.7
14	Mangalore	4,598	1.14
15	Bhubaneshwar	7958	1.97
16	Raipur	437	0.11
17	Aurangabad	1490	0.37
18	Pune	500	0.12
19	Calicut	1,922	0.47
20	Trivandrum	15,793	3.9

21	Goa	1,261	0.31
22	Guwahati	2,750	0.68
23	Jorhat	96	0.02
24	Indore	1,716	0.42
25	Port Blair	5300	1.31
26	Ranchi	1,183	0.3
27	Jammu	100	0.02
28	Srinagar	4,047	1.35
29	Patna	432	0.11
<b>GRAND TOTAL</b>		<b>4,93,273</b>	<b>122.2</b>

