



TENDER DOCUMENT

***ENGAGEMENT OF ENVIRONMENT / CARBON
CONSULTANT FOR ACI-ACA PROGRAMME TO
ACHIEVE LEVEL 2 FOR 26 AAI AIRPORTS.***

[Tender ID: 2022_AAI_111420_1]

AIRPORTS AUTHORITY OF INDIA
O/o ED(ENGG)-ER,
OLD RD BUILDING, SAFDARJUNG AIRPORT,
NEW DELHI-110003, INDIA

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A. N. I. T.

1.0 INTRODUCTION

- 1.1.1 The Airports Authority of India (the “Authority”), is a ‘Mini Ratna’ PSU under the Ministry of Civil Aviation, Government of India.

In the endeavor to optimize the Carbon footprint/GHG Emissions, the Authority intends to develop and implement a comprehensive Airport Council International (ACI) - Airport Carbon Accreditation (ACA) Programme for selected 26 Nos. of airports. The Authority, therefore, invites tender through online e-tendering process for **“Engagement of environment/Carbon consultant for ACI - ACA Programme to achieve Level 2 certificate for 26 Nos. AAI Airports”**. Name of airports are as below:-

1	Chennai	14	Agartala
2	Kolkata	15	Madurai
3	Patna	16	Bhopal
4	Bhubaneswar	17	Dehradun
5	Calicut	18	Imphal
6	Varanasi	19	Udaipur
7	Indore	20	Vijayawada
8	Coimbatore	21	Vadodara
9	Ranchi	22	Tirupathi
10	Amritsar	23	Dibrugarh
11	Raipur	24	Hubli
12	Trichy	25	Rajahmundry
13	Surat	26	Aurangabad

- 1.1.2 For ACI - Airport Carbon Accreditation (ACA) certification, the consultant has to refer the following documents upto date as suggested by ACI:-

- (i) ACI guidance manual: Airport Greenhouse Gas Emissions Management.
- (ii) Airport Carbon Accreditation guidance document Issue (latest).
- (iii) ICAO document 9889.
- (iv) The GHG Protocol Corporate Accounting and Reporting Standard.
- (v) GHG Protocol Scope 2 Guidance
- (vi) Corporate Value Chain (Scope 3) Standard
- (vii) ICAO Emission databank
- (viii) Carbon Emissions Calculator – ICAO
- (ix) Global & National Emission factors from Governments and scientific bodies (for example – IPCC, DEFRA, CEA, MoEF&CC etc)
- (x) Any other document/specification required to achieve Level 2.

2.0 NOTICE INVITING TENDER

Item rate e– Tenders are invited through the NIC CPP portal by Senior Manager Engg. (Electrical), Airports Authority of India, Office of ED Engg-ER, AAI, CHQ, Old RD Building, Safdarjung Airport, New Delhi – 110003, Senior Manager Engg. (Electrical), Bid Manager on behalf of Chairman, AAI from eligible firms for Consultancy Services for 'ENGAGEMENT OF ENVIRONMENT / CARBON CONSULTANT FOR ACI-ACA PROGRAMME TO ACHIEVE LEVEL 2 CERTIFICATE FOR 26 AAI AIRPORTS'.

3.0 PERIOD OF COMPLETION / BRIEF SCOPE OF WORK

The duration of contract agreement shall be **09 months** to achieve Level 2 ACI-ACA Programme Certificate.

4.0 ESTIMATED COST

Cost of the consultancy work is **Rs.52 Lakhs** for the whole work as per the scope of work mentioned in the tender document. Estimate cost is inclusive of all taxes but **excluding GST**.

5.0 :- QUALIFYING REQUIREMENTS

5.1 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPP Portal) website <https://etenders.gov.in/eprocure/app> , shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

5.2 Qualifying requirements of consultant/ firms

- a) The Applicant shall submit its Proposal online through e-tendering portal in following 02 Envelopes –
Envelope – I : Technical Bid.
Envelope – II : Financial Bid.
- b) Should have Permanent Account Number (PAN) and GST registration.
- c) Applicant must be a registered ACI verifier OR Environment/Carbon Consultant having ACI approved verifier OR Environment/Carbon Consultant having relevant experience in airport carbon accreditation programme at any of the airport across the globe.
In this regard applicant / Consultant should either submit ACI approved verifier certificate valid on last date of submission of tender document or shall submit experience certificate issued by client as consultant/ verifier in carbon accreditation programme at any of the airport across the globe.

- d) An Applicant which has earlier been debarred by AAI from participating in any bidding process shall not be eligible to submit a Proposal, if such bar subsists as on last date of submission of tender document.

6.0 TENDER FEE

Tender fee (non-refundable) of Rs. 1,180/- (One Thousand One Hundred Eighty only) including GST will be required to be paid online through payment gateway provided on CPP Portal. The scanned copy of Tender Fee shall be submitted along with other documents in Envelope-I. Bidders who do not submit tender fee, their bid shall be rejected out-rightly.

7.0 EMD& UNCONDITIONAL ACCEPTANCE

- 7.1 EMD of the value of Rs. 1,04,000/- (Rupees One Lakh Four Thousand Only) shall be accepted online through payment gateway provided on CPP Portal.
- 7.2 Scanned copy of earnest money deposit shall be submitted in the Envelope-I on the CPP portal.
- 7.3 EMD in the form of Cash or any other form shall not be accepted.
- 7.4 The bidder who fails to submit the EMD then their tender shall be rejected out-rightly.
- 7.5 Scanned copy of Unconditional Acceptance of AAI's Tender Conditions shall be submitted in Envelope-I on the CPP portal.
- 7.6 EMD of unsuccessful bidder shall be refunded.
- 7.7 The EMD of the successful tenderer will be returned after the security deposit deducted equivalent to EMD amount.
- 7.8 AAI shall not be liable to pay any interest on the earnest money deposit and the same shall be interest free.
- 7.9 The Applicant, by submitting its Application pursuant to this tender, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the earnest money deposit shall be forfeited and appropriated by the authority as the mutually agreed pre-estimated compensation and damage payable to the authority for inter alia, the time, cost and effort of the authority in regard to the tender including the consideration and evaluation of the proposal under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in this tender.
 - (b) If an Applicant withdraws its proposal during the period of its validity as specified in the tender and as extended by AAI.
 - (c) If the successful Applicant fails to accept the Letter of Acceptance in writing within the time specified in this document or any extension thereof granted by AAI.
 - (d) If the successful Applicant (Consultant) fails to sign the agreement within the time specified in this document or any extension there-of granted by AAI.
 - (e) If the Applicant imposes any condition after the proposal due date affecting the original proposal.

- 7.10 **Security Deposit:** Security deposit @10% of each running bill shall be deducted. The security deposit deducted, shall be released after completion of Defect Liability period (DLP).

8.0 REGISTRATION FOR ONLINE BIDDING PROCESS

The bidding process is online at CPP portal: <http://etenders.gov.in/eprocure/app>. Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only. 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. CPP under GePNIC, Help Desk Services. For any technical related queries/constraint may please be called the Helpdesk. The 24 x 7 Help Desk Number ☎ 0120-4200462, 0120-4001002 E-Mail ✉: support-eproc@nic.in

For online assistance by AAI CPP Helpdesk contact on 011-24632950 Ext-3512, 3505.

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

9.0 BID QUERIES

Queries, if any, may be sent through CPP portal in 'Clarification' section only as per timeline mentioned in tender and extended by AAI.

10.0 TIMELINES

The tender shall be submitted through online e-portal by the bidder through 2 Envelopes as per following schedule.

IMPORTANT DATES

Sr No	Activity	Date & time
1.	Publishing Date	20.04.2022
2.	Bid Document Sale Start Date	21.04.2022 at 0930hrs.
3.	Clarification Start Date	21.04.2022 at 0930hrs.
4.	Clarification End Date	03.05.2022 upto 1800hrs.
5.	Bid Submission Start Date	21.04.2022 at 0930 hrs.
6.	Bid Submission End Date	13.05.2022 upto 1800 hrs.
7.	Bid Opening Date: Envelope-I (Technical bid)	17.05.2022 at 1500 hrs.
8.	Bid Opening Date: Envelope-II (Financial Bid)	27.05.2022 upto 1500 hrs.
9.	Tender fee	Rs. 1180/- (i/c GST) Non-refundable to be paid online through payment gateway provided on CPP Portal.
10.	Earnest Money Deposit (EMD)	Rs. 1,04,000/- will be required to be paid online through payment gateway

		provided on CPP Portal.
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Note: Interested bidders are advised to purchase/download the tender well in advance so that ample time is available for carrying out necessary spadework's/site visit before submission of tender.

11.0 BID SUBMISSION

Following 2 Envelopes shall be submitted through online through NIC CPP portal by the bidders.

11.1 Envelope-I (Technical Bid of Consultant/Firm)

Containing technical requirement of Consultant/Firm: -

The tenderer shall submit their application by uploading the digitally filled and signed following scanned documents: -

DOCUMENTS AS SPECIFIED		
1	Form-1	Unconditional Acceptance Letter
2	Form-2	Particulars of the Applicant
3	Form-3	Applicant's certificate issued by ACI as approved verifier / experience in assisting ACA certification of airports globally.
4	Form – 4	GST Undertaking
5	Form – 5	Undertaking of Genuineness
ADDITIONAL DOCUMENTS		
6	Scanned copy of PAN	
7	Scanned copy of GST Registration Number.	
8	Scanned copy of proof towards tender processing fee.	
9	Scanned copy of Earnest Money Deposit.	
10	Copy of Certificate of incorporation / Registration Certificate, if applicable.	
11	Undertaking regarding debar/black list	
12	Tender document & any other relevant document.	

11.2 Envelope-II (Financial Bid)

The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save

it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

12.0 BIDS OPENING PROCESS

- 12.1 **Envelope-I:** Containing document for Technical bid (uploaded by the consultant / firms) shall be opened as per timeline issued by AAI. The intimation regarding acceptance / rejection of their bid will be intimated to the consultant / firms through CPP portal only.

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

- 12.2 **Envelope-II:** The Financial bids of the consultants/firms found to be meeting the technical criteria shall be opened as per timelines issued by AAI. (Depending on Technical Bid evaluation, changes in the dates, if any shall be intimated through 'CPP Portal' only).

13.0 REFUND OF EMD

The refund of EMD to bidders who fails to qualify the technical stage shall be processed online. For all bidders whose financial bids are opened, the refund of EMD except for successful bidder (L-1) shall be processed online after opening of the financial bid.

14.0 OTHER CONDITIONS

14.1 Language

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

- b) For Foreign languages, the translated English version duly certified from the Indian Embassy of the certificate issuing country or the embassy of the certificate issuing country in India shall be submitted with the respective document. All supporting documents submitted with the bid should be self-certified & stamped by the firm and serially numbered.

14.2 Taxes/Duties/Levies

14.2.1 Taxes:

- 14.2.1.1 While submitting the Financial Proposal, the Bidder shall ensure the following: All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professionals, accommodation, travel expenses, equipment, printing of documents, surveys, audits, and all other activities specified in the bid document etc. to achieve the level ACI-ACA Programme Certificate.
- 14.2.1.2 An undertaking should be submitted for having registration under GST and compliance of GST provisions.
- 14.2.1.3 In case of non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- 14.2.1.4 The Consultant shall pay the Indian Income taxes, levied under the applicable Law and AAI shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Contract price is deemed to have included such amounts.
- 14.2.1.5 Rate to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items.
- 14.2.1.6 However, GST, as applicable, shall be paid to the Consultant/firm, for any taxable supply/ services rendered by the Consultant/firm to AAI, against a valid GST invoice as per terms and conditions of the contract.
- 14.2.1.7 The Consultant/firm shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

14.3 Others

- 14.3.1 AAI reserves the right to disallow issue of tender document to working consultants / firms whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary/ Permanent debar by any department of AAI. AAI reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If at any stage, any information/documents submitted by the applicant is found to be

incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
- b) 'Bidders who have been debarred by AAI or other Depts./PSUs/World Bank, ADB etc. and the debarment is in force as on last date of submission of proposal, shall not be considered. In case above is discovered at later stage, the agency shall be liable for restraintment from bidding in AAI, apart from any other appropriate contractual action including debarment, termination of the contract. The agency shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual action.

Bidders have to submit the undertaking (in Envelope-I) that their firm is not debarred/blacklisted by AAI or Central /State Govt. Depts./PSUs/World Bank/ ADB etc.

- 14.3.2 No single firm shall be permitted to submit two separate tenders either as individual or as associate / Consortium or under two different associates/ Consortium. Consortium / JV companies shall not be permitted.
- 14.3.3 No two concerns in which an individual has interest involved, as proprietor, shareholder and / or partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to rejected. In case such involvement is detected at a later date during the currency of the project, the agreement shall be terminated without notice and appropriate legal action shall be taken including debarring the agency from bidding in AAI.
- 14.3.4 Evaluation of technical bids shall be based on the first submissions. However, if required, clarifications on the submissions already made can be sought by AAI.
- 14.3.5 Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Bids as to the nature of the ground and sub soil, the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labour etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Bid.
- 14.3.6 A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 14.3.7 Submission of bids by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the works to be done and local conditions, local material rates and other factors bearing on the performance of the contract / execution of the works.
- 14.3.8 The site for the subject work is available.
- 14.3.9 The bidder shall not be permitted to bid for works in Airports Authority of India, responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an Engineer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives

to any officer in Airports Authority of India. Any breach of these conditions by the consultant would render him liable to be debarred from tendering.

- 14.3.10 The consultant shall give a list of AAI employees related to him.
- 14.3.11 No officer of rank of Assistant Manager and above employed in Engineering or Administrative duties in Airports Authority of India/Govt. of India is allowed to work as a consultant for a period of two years of his retirement from Airports Authority of India/Govt. service, without the prior permission of Airports Authority of India/Govt. of India. The contract is liable to be cancelled if either the consultant or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India as aforesaid before submission of the bid or engagement in the consultant's service.
- 14.3.12 This notice of bid shall form part of the contract documents. The successful bidders/ consultant on acceptance of his bid by the Accepting Authority, shall within 15 days from the date of award of work sign the contract consisting of Notice Inviting Tenders, Tender provisions/ conditions as issued at the time of invitation of bid and acceptance thereof with any correspondence leading there to.
- 14.3.13 Once the consultant has uploaded the digitally signed files of bid related documents along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remarks(s) / conditions(s) in /along with the bid documents.
- 14.3.14 AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

Bid Manager

(For and on behalf of the Chairman)
Airports Authority of India
O/o ED (Engg.)-ER,
Old R.D. Building, Safdarjung Airport,
New Delhi-110003, INDIA

B. GUIDELINES FOR THE BIDDERS

1.0 ETHICS

1.1 FAIRNESS AND GOOD FAITH

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

1.2 STANDARDS OF ETHICS

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

(a) In pursuance of the above objective, this policy defines, the terms set forth below as follows:

i) The Bidders and their respective professionals and employees shall observe the highest standard of ethics during the work. AAI shall reject a bid if it determines that the Bidder has, directly or indirectly, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices.

ii) For the purposes of this provision, the terms set forth are defined as follows:

'Corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official.

'Fraudulent practice' means a misrepresentation or omission of facts in order to influence the work;

'Coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the above work;

'Undesirable practice' means establishing contact with any person connected with or employed with AAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the work and 'restrictive practice' means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the work.

iii) All documents and other information supplied by AAI or submitted by Bidder/consultant shall remain or become the property of AAI.

iv) Bidders/ Consultant are to treat all information, as strictly confidential. AAI will not return any submissions.

v) Bidders are advised that AAI will not respond to any enquiries or enter in to communication concerning or relating to the work.

vi) AAI reserves the right to make inquiries with any of their clients listed by the Bidders in their past experience record.

vii) Bidders or any of their affiliates shall not be hired for any assignment, which by its nature, may be in conflict with other assignment of the Bidder.

(b) It is further provided that: -

- i) AAI will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- ii) AAI will declare a consultant not eligible, either indefinitely or for a stated period of time, to be awarded an AAI contract if at any time, it determines that the consultant has engaged in corrupt or fraudulent or Coercive or undesirable practices in competing for, or in executing, the contract;

2.0 QUERIES / AMENDMENT

2.1 QUERIES, REPLIES AND CLARIFICATIONS

- 2.1.1 If the bidder has any query related to the Bid Document of the work they should use clarification section of 'CPP Portal' to seek clarifications. No other means of communication in this regard shall be entertained. Queries shall be entertained as per the timelines given in tender document and as extended by AAI on CPP Portal.
- 2.1.2 If any clarification is needed by AAI from the bidder about the deficiency in his uploaded documents in **Envelope-I**, they will be asked to provide it through CPP Portal. The bidder shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which bid will not be considered for the subsequent stages.
- 2.1.3 Issues faced / queries of the Bidders pertaining to technical support on e-portal for submission of tender documents should normally be addressed to AAI Help Desk Support.

2.2 AMENDMENT OF BID DOCUMENT

- 2.2.1 At any time prior to the deadline for submission of Proposal, AAI may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment / corrigendum.
- 2.2.2 All such amendments / corrigendum will be notified in writing through CPP portal to all Applicants.
- 2.2.3 In order to give a reasonable time to the applicant for taking into account an Addendum / corrigendum, or for any other reason, AAI may, at its own discretion, extend the tender sale/bid submission date as considered appropriate.
- 2.2.4 However, Bidder is not permitted to make any amendment or change in bid document, it will be treated as malpractices. In such case the EMD will be forfeited.
- 2.2.5 A conditional bid submitted by any bidder shall be rejected.

2.3 PROPOSAL AND OTHER COSTS

The bidder shall be responsible for all of the costs associated with the preparation of its Proposal, including visits to AAI, project site etc. AAI will not be responsible or in any way liable for such costs.

2.4 ASSIGNMENT

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

2.5 RIGHT TO ACCEPT ANY PROPOSAL

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

2.6 EFFECTIVE DATE OF AGREEMENT

The agreement shall be deemed to be effective from the 10th day of issue of award letter.

3 AGREEMENT

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

4 LAWS GOVERNING CONTRACT

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

5 OTHERS

- 5.1 The bids shall be in the prescribed Form.
- 5.2 Not more than one Bid shall be submitted by a bidder or by a firm of bidders.
No two or more concerns in which an individual is interested, as Proprietor and/or partner shall bid for the execution of the same works. If they do so, all such Bids shall be liable to be rejected.
- 5.3 Bid document can be downloaded from the CPP portal.
- 5.4 Submission of a Bid by bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope of the works to be done and of conditions, local conditions, local material rates and other factors bearing on the works.
- 5.5 Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will be awarded to the

qualified and responsive Bidder with the lowest financial quote and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the highest scorer or any bid or to give any reason for his decision.

- 5.6 A responsive bidder is one who submits the financial bid and accepts all the terms and conditions of the bid document.
- 5.7 A Bidders shall submit a responsive bid, failing which his Bid will be liable to be rejected.
- 5.8 The Accepting Authority is as per DOP, AAI.
- 5.9 Bids shall be uploaded by the bidder up-to the date and time and shall be opened by AAI on the date and time as mentioned or extended by AAI on CPP Portal.
- 5.10 The Accepting Authority reserves to himself the right of accepting the whole or any part of the Bid and Bidders shall be bound to perform the same at his quoted rates.
- 5.11 Canvassing in connection with Bids is strictly prohibited and the Bids submitted by the bidders who resort to canvassing will be liable to rejection.
- 5.12 The Bid for works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of financial bids. If any bidder withdraws their Bid before the said period or makes any modifications in the terms and conditions of the Bid then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
- 5.13 On acceptance of the Bid, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the Engineer-in-Charge, AAI shall be communicated by the bidder.
- 5.14 If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy of a nature which results in disqualification the firm, in such eventuality, AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for restrained from bidding in AAI or debarred, for a specified period, apart from any other appropriate contractual / legal action.

C. SCOPE OF WORK, ROLE OF CONSULTANT, MILESTONE AND SCHEDULE OF PAYMENT

Engagement of environment / carbon consultant for Consultancy Services for 'ACI-ACA Programme to achieve level 2 certificate for 26 AAI Airports'. The brief scope of work is, but not limited to, as under:

1. Terms of Reference

1.1 GENERAL

- 1.1.1 Airports Authority of India is in the process of implementing ACI - Airports Carbon Accreditation Programme which includes mapping, forecasting, setting targets and reductions of carbon towards achieving carbon neutrality under its purview, in order to optimize and enhance energy efficiency and Carbon emissions reduction.
- 1.1.2 The Authority thus intends to appoint an environment consulting firm / verifier to assist in mapping under scope I, II & III and reduction, selecting base year, formulating Standard procedure, policy making and preparation of application for submission to ACI administrator till certification at Level 2 achieved. Developing

strategy and management of the bid process for selection of a suitable bidder, including formulation of bid tender documents, bid evaluation, signing of relevant agreements etc.

1.1.3 The goal is to achieve level 2 ACI-ACA Programme certificate.

2.1 Objectives of Study

The objective of the consultancy assignment shall be as follows:

- (a) Development of carbon footprint inventory & reduction strategy in accordance with current and expected regulatory regime.
- (b) Management of the bidding process for mapping under scope I & II If required scope-III also and reduction under scope I & II leading to signing of relevant agreements in line with the finalized strategy and ACI certification of the 26 nos. Airports at Level 2.

3.1 Scope of Services

The works in the Scope of the consultant for ACI- ACA certification areas enumerated below:

- To develop Airport Carbon management program as per ACI Airport Carbon accreditation requirements, in line with GHG Protocol and ISO14064 principles.
- To prepare inventory for Carbon emissions (both direct and indirect emissions including stakeholders) consistent with ACI Guidance Manual & ACA Guidance Document Issue 12 or latest.
- To fix Operational & Organization Boundaries.
- To formulate policy on GHG emissions, selection of Historical base year, Carbon quantification and preparing database, removals & reporting. The report should be complete, accurate, relevant, transparent & consistent with ACI - ACA guidance manual / document.
- The contents of Carbon Footprint report should be consistent ACI- ACA guidance manual.
- To Prepare of Standard Procedures for implementation of the ACA programme including fixing targets for future reduction.
- Consultant has to provide high quality, accurate & reasonable database and other pertinent information to verifier.
- To earmark the Carbon emission sources under Scope – 1, 2 & 3 consistent with ACI Guidance Manual and ACA Guidance Document Issue 12 or latest.

I. Areas covered in Scope – 1 Emissions

Carbon emission from sources that are owned and controlled by Airport operators including Carbon equivalent of fuel (Petrol, Diesel, CNG etc) used in DG Sets, Airport fleet Vehicles, fuel used in fire drill, Global Warming Potential of Refrigerant gases, CO₂ fire extinguishers, any other source.

II. Areas covered in Scope – 2 Emissions

Carbon emissions from the offsite generation of electricity purchased by Airport operator.

III. Areas covered to Scope – 3 Emissions

Carbon emissions from Airport related activities from sources not owned and controlled by the Airport operator including emissions from Aircraft, from Airlines

& other activities carried out by stake holders, Vehicles, Ground Support Equipments not owned and controlled by Airport operator etc.

After defining all the sources of emissions covered in Scope – 1,2 & 3 the consultant has to initiate action for ACI – ACA certification upto Level 2.

The consultant scope for Mapping

- Carry out a training on ISO14064-1, ACA, WBCSD (World Business Council for Sustainable Development) to key participants to create an understanding of GHG Foot prints.
- Design an Energy / Environment policy on emissions reduction.
- Identify sources of scope 1,2 &3 (as enumerated above) emission within the operational and organizational boundaries.
- Design a format and Capture the GHG Inventory and other requirements for preparation of application.
- Development of a Carbon Footprint for the Airport's Scope – 1 & 2 emissions.
- Carry out an internal audit training and carry out internal audit.
- Fill up the online ACA application and handhold during verification.
- Successful handling of findings, if any raised by the verifier.
- Review of ACA administrator.
- Necessary & required actions for successful issuance of Certificate.

Reduction

- Fulfilment of all level-1 accreditation requirements.
- Formulation of Carbon emissions reduction target related with scope-1 & 2 emissions. For reduction selection of base year for the target
- Design a carbon management plan based **on Available reports / database** to demonstrate the meaningful effort by Airport to reduce the emissions inline with set targets and policy statement implementation strategy in order to describe the means by which Carbon Management can be achieved as per ACI – ACA Guidance Document Issue 12 or any updated version.
- Identify appropriate training requirements and impart training to facilitate emissions reduction.
- Target setting and strategies for achieving for emissions targets.
- Capture the data for ACA level-2 and other requirements for preparation of application.
- Carry out internal audit and reviews the data for application and to demonstrate scope 1 and 2 emissions reductions versus the three-year rolling average.
- Fill up the online ACA application and handhold during verification.
- Successful handling of findings, if any raised by the verifier.
- Review of ACA administrator.
- Necessary and required actions for successful issuance of certificate for ACA level – 2 reduction.

In addition to above the consultant has to carry out all the activities not enumerated above but required for issuance of level-2 accreditation by ACI-ACA.

Note: Consultant shall collect all the required data at airports for mapping under Scope-1, 2 & 3.

4.1 Preparation of Reports

- 4.1.1 In pursuance of this TOR, the Consultant shall prepare and deliver the Consultancy Report in draft as well as final stage. Each such report shall include all work outputs.
- 4.1.2 All reports/deliverables should be substantiated with relevant documents, bye-laws, market inputs validated by authenticated sources.
- 4.1.3 The Consultant shall make power point presentation to AAI of the draft Carbon reduction policy, strategy report in which all Key Personnel should be present. Report shall be reviewed by AAI and discussed in formal meetings at AAI office with the Key personnel of the Consultant and observations shall be forwarded to the Consultant subsequently. The Consultant shall comply with these observations and revise/modify the report as may be required from time to time to the satisfaction of AAI. If required, the Consultant may submit supplementary reports to clarify or modify some parts of the earlier submitted report. The final report as approved by AAI shall form the bases for the bid documents.
- 4.1.4 All reports (draft as well as final) should be submitted in coloured print in spiral bound form each in 04 copies.

4.2 Deliverables, Time schedule and Payment Terms

- 4.2.1 The Consultant shall furnish the reports / documents required to achieve level 2:
- (a) **Shortlist Report:** Report on shortlisting of Airports for formulating Carbon reduction policy, making carbon inventory highlighting the selection criteria of the scope of services.
 - (b) **Carbon mapping and reduction Strategy Report:** Report on carbon inventory, emissions, SOP, formulating policy, selecting base year target set for carbon reduction leading to achieve the target set of the scope of services.
 - (c) **Bid Documents** including, tender Carbon reduction Agreement, any other document (as applicable) of the scope of services.
 - (d) **Bid Evaluation Report** on technical and commercial bids of the scope of services.
 - (e) **Assistance in signing the Final Agreements:** Carbon reduction Agreement etc. of the scope of services.
 - (f) **Any other required documents / reports to achieve level 2 certificate complete in all respects.**
- 4.2.2 **Milestone/Time schedule:** The milestones along with time duration for 26 nos. Airports is indicated below:

S. No.	Measurable	Time duration
1.	Mapping	60 days
2.	Formulation of reduction target, development of Carbon Management plan, reduction & quantification, & submission of application to ACI level-2 certification.	120 days
3.	Submission of compliance report on issuance findings report by verifier.	Within 10 days from issuance of finding report by verifier.

4.3 Schedule of Payment

All the payments shall be released after successful completion of each milestone as defined above and submission of reports along with substantiated documents. Payment shall be made in INR. The details of payment schedule for each milestone is as below: -

S. No.	State of Payment	Payment Amount (% of the total Lump-sum amount fixed)
1	Mapping	15% of Fee
2	Formulation of reduction target, development of Carbon Management plan, reduction & quantification, & submission of application to ACI for level-2 certification.	25% of Fee
5	Issue of Level-2 Certificate by ACI.	60% of Fee
	Total (T)	100%
In the event the Authority decides to undertake for lesser than 26 Airports, then the payment shall be made to the bidder accordingly based on quoted amount.		

Note: ACI-ACA Programme Certification fee (application fee) shall be paid separately by AAI to ACI. ACI fee is not to be paid by consultant and ACI fee is not included in this tender i.e., quoted amount is only for consultancy.

4.4 Completion of services

4.4.1 Consultancy services should be completed the time specified above.

4.4.2 In case of any re-tendering, extension of tender submission dates, delay in inviting tenders etc. due to administrative/legal reasons, AAI reserves the right to either discontinue the service of the present Consultant without any claims whatsoever or to direct the existing Consultant to continue their consultancy services. AAI decision in this regard shall be final and binding on the consultant.

E. GENERAL CONDITIONS OF CONTRACT

1.0 STANDARD OF PERFORMANCE

1.1 FAIRNESS AND GOOD FAITH

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

1.2 ADMINISTRATIVE ASSISTANCE TO CONSULTANT

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

1.3 STANDARD OF PERFORMANCE

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

2.0 GUARANTEE AND LIABILITIES

- a) The Consultant guarantees that the services as specified/described under the scope of the consultant in this agreement, and documents to be developed by the consultant shall be in accordance with the sound and established engineering practices, using Indian Codes and Regulations and wherever applicable, International Standards i.e., ACI, ICAO etc., for the purpose(s) specified, free from defects and suitable for respective uses intended.
- b) The Consultant shall be liable to AAI for the performance of services in accordance with the provision of this agreement and for the loss or damage suffered by AAI as a result of default of the consultant in such performance.

3.0 AMICABLE SETTLEMENT

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

4.0 DEFECT LIABILITY PERIOD

The Defect liability period for the consultancy shall be 06 month from the physical completion of the work. The consultant shall continue to be liable during the Defects liabilities period for any deficiency in services rendered by it. the Security Deposit shall continue to remain with AAI during the Defects Liability Period. The Security Deposit shall be returned to the consultant after expiration of the Defects Liability Period, after deducting/ adjusting the claim against the consultant, if any, within a period of 6 Months.

5.0 EXTENSION OF TIME

Unless terminated earlier, this contract shall expire when services have been completed. In case the work is extended beyond the scheduled date of completion, for reasons not within the control of the consultant, appropriate extension of time shall be granted to the consultant according to the schedule as applicable.

In case the Consultant fails to complete the work (Scheduled stages) within the stipulated period and no justifiable reasons are found for the delay, the Consultant shall be liable to pay compensation for delay @0.5% per week (zero decimal five percent) of items at that stage value of the consultancy fees. However, the cumulative value of compensation for delay in various stages shall be subject to maximum of 10% (ten percent) of the total consultancy fees.

6.0 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from and event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.0 FORCE-MAJEURE

- (a) For purposes of this clauses, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (b) If a Force Majeure situation arises, the bidder shall promptly notify the Airports Authority of India in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all prevented by the force majeure event.

8.0 Dispute Resolution

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be settled as per Arbitration and Reconciliation Act 1996 with its amendments from time to time.

Unconditional Acceptance Letter

[On the Letter head of the Applicant to be submitted scanned copy in Envelope-I]

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

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for "*Engagement of environment/Carbon consultant for ACI - ACA programme to achieve Level 2 for 26 AAI Airports*" have been downloaded by me/us and I/we hereby certify that I/we have read the entire terms and conditions of the tender documents which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the conditions of AAI's tender documents in its entirety for the above consultancy work.
3. The tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) in/ along with the tender Document and the same has been followed in the present case. In case, this provision of the tender is found violated after opening, I/We agree that the bid shall be rejected by AAI and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the entire amount of earnest money.
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/We agree to keep this offer valid for 90 days from the opening of Envelope – II (Financial Bid).
6. It is certified that all information/data furnished in the application form are true to the best of our knowledge and belief. I/We agree that if at any stage any information/documents furnished by us are found to be false, EMD amount may be forfeited absolutely by AAI, apart from any other appropriate/legal action.
7. The required earnest money as specified in tender document has also been submitted and the scanned copy of the same is attached herewith.

Yours Faithfully

Date:

(Signature& Stamp of the Applicant)

Place:

Particulars of the Applicant

(To be submitted on the Letterhead of the Applicant)

1. Name of the Applicant

2. Status of Applicant

(Consultancy Firm/ Individual Consultant / Approved Verifier of ACI)

3. Office Address

(i/c email ID & Tel / Mobile no.)

4. Date of incorporation and/or commencement of business

5. Details of authorised person who will serve as the point of contact
/communication for AAI with the Applicant:

- i. Name :
- ii. Designation :
- iii. Address :
- iv. Telephone number :
- v. E-mail ID :
- vi. Fax number :
- vii. Mobile number :

Date:

(Signature& Stamp of the Applicant)

APPLICANT'S CERTIFICATE ISSUED BY ACI AS APPROVED VERIFIER / EXPERIENCE IN ACA CERTIFICATION OF AIRPORTS GLOBALLY.

- A. Details of approved verifier by ACI (in case of verifier or Environment / carbon consultant having approved verifier)

Name of Verifier:	
ACI Certificate Reference No.:	
Validity:	
Issuing Authority:	

OR

- B. Applicant's Experience Detail (in case of Environment / carbon consultant)

Name of Work:	
Name of Airport:	
Name and Address of Client:	
Narrative Description of Work:	
Details of Services provided by the applicant:	
Consultancy Fee charged by the applicant:	
Date of Start of Work:	
Date of Completion of Work:	

(Signature& Stamp of the Applicant)

Note:

- I. In support of the information, copy of verifier certificate issued by ACI to be uploaded in case of approved verifier OR copies of completion certificates issued by clients must be enclosed. The work orders shall also be submitted.
- II. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

GST UNDERTAKING

(To be submitted on the Letterhead of the Applicant)

I/We, (Name of Applicant) hereby declare that:

1. We are registered under GST and compliant of GST provisions.
2. In case of non compliance of GST provisions and blockage of any input credit, we shall be responsible to indemnify AAI.
3. That all input credits shall be passed on to AAI.

Place:

Date:

(Signature& Stamp of the Applicant)

UNDERTAKING OF GENUINENESS

(To be submitted on the Letterhead of the Applicant)

I, (Name of Applicant) hereby declare that the documents submitted/uploaded are true and correct. In case any document at any stage is found false/incorrect, my EMD may be forfeited & action as deemed fit by AAI can be taken against me as per provisions of the tender document.

Place:

Date:

(Signature& Stamp of the Applicant)

Undertaking for debarment/blacklisting

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

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

Date: [Signature and name of the authorized
signatory of the firm]

Place:

Schedule of Quantity

(To be submitted online in the Standard BOQ format of Price Bid)

**Name of Work: Engagement of environment / Carbon consultant for ACI - ACA
Programme to achieve level-2 for 26 nos. AAI Airports.**

Sl. No.	Item Description	Quantity	Unit	Basic rate (including all taxes but excluding GST) (INR)	Total amount (including all taxes but excluding GST) (INR)
1	To provide consultancy service for ACI – ACA Programme to achieve Level –2 certificate at AAI Airports.	26	Each		
	Total amount in words				