



**EXPRESSION OF INTEREST FOR DEVELOPMENT & MAINTENANCE OF LANDSCAPING
AT VSS AIRPORT, JHARSUGUDA.**

E.O.I. SUBMITTED FOR VSS AIRPORT, JHARSUGUDA.	
LOCATION	BROAD SCOPE
City side/Air side /inside of Terminal Buildings / Passenger waiting area	Softscaping / Hardscaping/ Provision of indoor plants with planters/ Local Artefacts/ Murals/Paintings etc.

Issued to

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Date & Time of submission of Expression of interest: **11/05/2022** to
31/05/2022 upto 17:00 hrs.

**Airport Director
VSS Airport, Jharsuguda**

**EXPRESSION OF INTEREST FOR DEVELOPMENT & MAINTENANCE OF
LANDSCAPING AT VSS AIRPORT, JHARSUGUDA.**

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This EOI contains pages 01 to 16 only.

**Airport Director
VSS Airport, Jharsuguda**

NOTICE FOR EXPRESSION OF INTEREST**EXPRESSION OF INTEREST FOR DEVELOPMENT &
MAINTENANCE OF LANDSCAPING AT VSS AIRPORT,
JHARSUGUDA**

1. Applications for Expression of Interest (EOI) for the above mentioned work, is invited from the reputed agencies / firms / corporate organizations / Govt. organizations / NGOs, on behalf of the Chairman, Airports Authority of India, at VSS Airport, JHARSUGUDA.
2. The total sector wise area for beautification, development & maintenance of Garden / Landscaping is as per the enclosed layout plan available in E.O.I. document and as given below:-

LOCATION	BROAD SCOPE
City side/Air side / inside of Passenger Terminal Buildings / Passenger waiting area/ Centre and sides of main Approach Road to Airport/ other area	Development & maintenance of Garden / Softscaping/ Hardscaping/ Provision of indoor plants with planters/ Local Artefacts/ Murals/Paintings etc.

***Total covered area is approx. 550.00sqm (10% of Total covered area) and open area is approx. 17372.00 sqm.**

3. The permission shall be granted for 03 (THREE) years subjected to review every year on a nominal license fee of Rs.1/- per annum exclusive of GST. The cost of development, beautification & maintenance shall be borne by the party. The Notice Inviting 'EOI', General Terms and Conditions along with layout plan/sketch plans etc. are available in the EOI document. EOI document is available on AAI website- www.aai.aero and can be downloaded from there or same can be obtained from the O/o Airport Director, Airports Authority of India, VSS Airport, Jharsuguda on any working day between 09:30 Hrs. to 18:00 Hrs. from **11/05/2022 to 31/05/2022**.
4. Interested parties/firms are requested to submit their sealed "EOI" in the O/o Airport Director, Airports Authority of India, VSS Airport, Jharsuguda, from **11/05/2022 to 31/05/2022** upto **17:00** Hrs. The offer / EOI will be opened on **01/06/2022** at 11:00Hrs.

***If interested, parties/firms may visit the site on any working day.**

5. The party is also allowed to display placards of size 36"X24" (Maximum), i.e. 3ftx2ft in the garden in lieu of the said permission. The placard shall contain the name of AAI with logo at the top followed by the party's name. The letters shall be of the same size for both AAI and party.
6. The party is also allowed to display stickers on alternate planters i.e. half of total planters of appropriate size as decided by competent authority in lieu of the said permission. The stickers shall contain the name of AAI with logo at the top followed by the party's name. The letters shall be of the same size for both AAI and party.
7. Based on the Response (EOI along with their Annual Maintenance and Beautification plans) received from the parties. AAI will evaluate and select the best plan and offer shall be decided accordingly. The decision of AAI in this respect will be final and binding on all the parties
8. On acceptance of offer, the party has to sign the agreement with terms and conditions on a non-judicial stamp paper of value of 100/- (Stamp paper to be purchased in the name of Airports Authority of India) for which the cost shall be borne by the party and this document will form part of the agreement.
9. Parties have to submit the EOI along with the following documents. The offer in the absence of the following details will be summarily rejected:
 - a. Brief profile about the agency/party/company.
 - b. Three sets of beautification plan showing the types of garden / island / Fountain/landscaping proposed to be developed & maintained by the agency.
 - c. Landscape Framework plan will consist of hardscapes (pavements, street furniture, public art / local artifacts, special elements Lighting, pools/fountains, external lighting, irrigation, drainage etc.) and Softscapes (Horticatures i.e. trees, bushes, ground covers etc.)
 - d. Scope of work indicating the detailed items of work to be executed including details of proposed investment (area wise/year wise).
 - e. Acceptance of terms and conditions of AAI.
10. AAI reserves the right to reject any or the entire request in full or in part without assigning any reasons thereof and to call for any details or information from any party or extend the date and time of submission of EOI.

**Airport Director
VSS Airport, Jharsuguda**



Approximate Green area / sector surrounding Terminal Building and others

Sl. No	Green area Description	Unit	Area in sqm (Approx.)	Identification
1	In front of terminal building	Sqm	6696.00	1 & 2
2	Parking area	Sqm	784.00	3
3	Circle at both the sides of terminal building	Sqm	402.00	4 & 5
4	Operational side	Sqm	123.00	6
5	Area at car parking	Sqm	1167.00	7
6	Sides of main approach road	Sqm	4800.00	8
7	Center of main approach road	Sqm	2400.00	9
8	Sub-station & other	Sqm	1000.00	10
Total Open green area			17372.00	Sqm

Note: Total covered area in Terminal Building to be developed & maintained by proving indoor plants / Local artefacts is approx. **550.00sqm** (10% of Total covered area of existing Terminal Building).

GENERAL TERMS & CONDITIONS

1. The area for development & maintenance lies at city side/airside and inside of Terminal building, agency may submit their EOI for area, duly signed with other supporting document as per EOI invitation notice.
2. That Licensee/Party/Agency shall maintain the said areas in accordance with the plans approved by the AAI.
3. The area for landscaping can be increased or decreased in future on mutual consent.
4. The display of sponsorship Placard shall be asunder:
 - (a) The placards size shall be 36" length & 24" width and with the height of not more than 4 feet depicting on top Airports Authority of India's name and Logo followed by – Maintained by (name of Licensee) as given below:-

(AAI LOGO)
AIRPORTS AUTHORITY OF INDIA
GARDEN
DEVELOPED & MAINTAINED BY
NAME OF AGENCY

- (b) AAI's name with logo shall be conspicuously displayed. AAI's name & logo should be of the same size as of the licensee's name & logo. Minimum 50% of the placard area shall be given for the above.
 - (c) The number of placards displayed should not be excessive and these placards be displayed at reasonable distance(s). The area of sponsorship advertisement shall not be more than 0.3% of the land area given for maintenance.
 - (d) In any case the placards should be aesthetically matched with the environment/surroundings.
5. The licensee shall not use the area of landscapes / garden for any other purpose other than display of placard as per para-3 and maintenance of the same.
6. The licensee shall not put up any structure whether permanent or temporary without the due approval of AAI.
7. The licensee shall not let-out the landscape/garden sector to any other party.

8. The licensee shall be responsible for any damage, loss or injury whatsoever that May 2, 2022 have caused to the said footpaths/ Central Verge or any other belongings of the AAI / AUTHORITY and / or any of their underground works if any, such damages or injury or losses are caused the licensee shall be liable to make good all such damages or injuries or losses, and shall forthwith pay the AAI/AUTHORITY the damages of compensation for such losses or injuries suffered by the AAI/ AUTHORITY to the entire satisfaction in all respects of AAI / AUTHORITY’.
9. The “AAI/AUTHORITY” shall not be liable to pay any compensation for any additions, alterations, omissions, damages or defacing caused to the roundabouts / footpaths / Central Verge as result of work being carried out by the AAI / AUTHORITY or by any accident. However, before carrying out any such work by the AAI/AUTHORITY, intimation shall be given to the licensee.
10. Nothing contained herein shall be construed as conferring upon the licensee, any right or interest over the land or property of the AAI/ AUTHORITY either as the license or lessee of land or part of it for any purpose whatsoever.
11. The footpaths / Central Verge etc. shall be deemed to be public premises as defined in the public Premises (Eviction of unauthorized occupants) Act now in force and the said act or any other act touching the subject that may herein after come in to force and the rules framed there under.
12. All disputes and differences arising out of or in any way touching or concerning this agreement [except those the decision where of is otherwise herein before expressly provided for or to which the Public premises (Eviction of unauthorized occupants) Acts. And the rules framed there under which are now in force or which may herein after come into force are applicable) shall be referred to sole Arbitration of a person to be appointed by the Chairman of the Airports Authority of India. The award of the Arbitrator so appointed shall be final and binding on both the parties.
13. Water required for the subject work can be taken from the available source on chargeable basis subject to availability of water with AAI for this purpose. In case due to scarcity of water or non-availability of water with AAI for this purpose due to any reason the licensee has to make his own arrangements for water and the agency shall not have any claim from AAI on this matter. For taking water supply from the nearby available source/provision necessary water charges at the AAI approved rates will be raised against the party which shall be settled by the licensee without any plea or dispute etc. The water charges will be based on the tariff decided by AAI from time to time. Water meter has to be provided by the Licensee at his own cost.
14. No infrastructure such as water pumps, motors, pipelines, sprinklers etc., shall be provided by AAI. The same shall be arranged by the licensee of its own.

15. The licensee shall make his own arrangements for power supply for which necessary limited authorization required from AAI shall be given to the licensee. In case if AAI is giving the electricity supply then the electricity charges will be levied based on the commercial tariff approved by AAI from time to time. The electricity meter shall be provided by the Licensee at his own cost.
16. The AAI/AUTHORITY shall not be responsible for any damage to the fencing grill etc., and other landscape/garden features. The entire watch & ward is the responsibility of the licensee.
17. The maintenance work should not cause any impediment for movement of the trafficor not to create any visual obstruction or other hazards.
18. AUTHORITY reserves to itself the right to modify or remove any or all of the green areas as and when necessary due to operational requirement and no compensation in this regard shall be entertained.
19. Inside the landscape / garden area drains, cable, manholes etc., are available. In case of any repair works, AUTHORITY may have to excavate the earth and the licensee should not have any objection and should not claim for any compensation.
20. The licensee shall observe all rules & regulations issued from time to time by the AUTHORITY.
21. The Licensee shall pay a minimum licensee fee of Rs. 1/- (ONE RUPEES) per annum exclusive of GST towards the maintenance of the landscape/garden.
22. All tax liability on account of the said license has to be borne by the licensee.
23. The license for Maintenance of Developed landscape/garden as shown in enclosed layout plan and shall be for a period of 03 (Three) years with evaluation of annual performance / maintenance of garden by party. Authority shall have the right to disengage the party by giving 30 days 'notice at any time.
24. The Licensee shall not terminate the license before the expiry of the period of the license except by giving 90 days' notice in writing.
25. AAI/AUTHORITY reserves to itself the right to terminate the licensee on account of unsatisfactory performance.

26. Exit clause:
- (e) **Normal Termination:** The permission will deem to be terminated on the last date and time as given in the agreement provided the extension or renewal is approved by the competent authority on or before the last date and communicated to the party in writing and duly accepted.
 - (f) **Termination for cause :** If the party or AAI has invoked the internal dispute resolution clause (as per which the dispute referred to the DRC is to be completed within a period of 45days)
 - (g) **Termination for convenience :** Either party, AAI on one part and the awardee on the other part can serve the notice for termination by giving the requisite notice period.
 - (h) **Termination for regulatory / legislative or supervisory requirements :** If any provision of 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 deemed to be closed from the date of such enactment . No compensation is payable by AAI.
27. The licensee must necessarily carry out the maintenance of the above work for minimum 50% of the total period of the contract failing which the licensee may be debarred from participating any tender in AAI for minimum of 02 (TWO) years.
28. **No claim will be entitled in case of cancellation before expiry of the contract.**
29. All the above guidelines will form part & parcel of the Notice Inviting EOI.
30. The validity of EOI shall be 90 Days from the date of opening of EOI. AAI reserves itself the right to extend the date of receiving / opening of the bids as well as to extend the validity of the tender.
31. AAI reserves right to reject any or all EOI's in part or in full without assigning any reason.

Signature of Agency with Stamp

UNCONDITIONAL ACCEPTANCE LETTER
(To be Submitted on Company's letter head)

To

**The Airport Director
Airports Authority of India
VSS Airport
JHARSUGUDA**

**SUBJECT: EXPRESSION OF INTEREST FOR DEVELOPMENT &
MAINTENANCE OF LANDSCAPING AT VSS AIRPORT,
JHARSUGUDA**

**ACCEPTANCE OF AAI'S EXPRESSION OF INTEREST
CONDITIONS**

1. The Expression of Interest documents for Development, Beautification and Maintenance of Various Areas at VSS Airport, Jharsuguda have been provided to me/us by Airports Authority of India and I/We here by certify that I/ we have inspected the sites and read the entire terms and conditions of the Expression of Interest documents made available to me/us, which shall form part of the License Agreement and I/we shall abide by the conditions/clauses contained therein.
2. I/we hereby unconditionally accept the Expression of Interest conditions of AAI's Expression of Interest documents in its entirety for the Facility.
3. The contents of clauses of Inviting Expression of Interest of the Expression of Interest Documents have been noted wherein it is clarified that AAI reserves the rights to reject the conditional Expression of Interest without assigning any reason thereto.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate Authority in AAI.

Yours faithfully,

Date: _____

(Signature of the Agency)
With rubber stamp

Annexure - I**DETAILS TO BE SUBMITTED BY AGENCY**

1	Name & Address of Agency in full	
2	Telephone/ Fax No.	
3	Contact person& his Telephone No.	
4	Brief profile of agency / company	To be attached in a separate sheet giving a brief profile of agency / company.
5	Acceptance letter i.r.o. acceptance of terms & conditions of contract / EOI	
6	Layout plan / sketch of proposed development and beautification plan.	
7	Estimate / Proposed expenditure details i.r.o. development of garden sector.	
8	Estimate / Proposed expenditure details i.r.o. maintenance of garden sector (Year wise).	
8(a)	Quoted proposed expenditure to be incurred for first year	Rs.(In figures) Rupees(In words)
8(b)	Quoted proposed expenditure to be incurred for second year	Rs.(In figures) Rupees(In words)
8(c)	Quoted proposed expenditure to be incurred for third year	Rs.(In figures) Rupees(In words)
9	Photographs of the maintained garden in AAI or other sites by agency (If any).	
10	Any other document.	

FORMAT OF AGREEMENT

Annexure – II

Contract Agreement no. AAI/VEJH/Landscape/2022-23

This Agreement is made at Jharsuguda on this ____ day of _____ Two Thousand & twenty One between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority Act. (Act., 55 of 1994) and having its Corporate office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi and office at all the Airports in India represented by its Airport Director, VSS Airport, Jharsuguda hereinafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Director, Officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part, and(Agency) having its registered office at of the other part, hereinafter called the 'OTHER PARTY' (which term shall unless excluded by or is repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Licensee) of the OTHER PART.

For the work **DEVELOPMENT & MAINTENANCE OF LANDSCAPING AT VSS AIRPORT, JHARSUGUDA.**

WHEREAS the Authority is the owner of the roads & adjoining land of VSS Airport, Jharsuguda which has more fully being area wise described in the annexed schedule and where as the "OTHER PARTY" is desirous of using the same for beautification purposes by developing the landscape.

NOW THIS INDENTURE WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

- 1) That for landscaping development and maintenance the Authority shall provide the area at city side/airside and inside of Terminal Building
w.e.f.to.....i.e. for a period of 03 years.
- 2) The "Other Party" given the aforesaid land for the said purpose for a token license fee of 1/- per Annum exclusive of GST.
- 3) As regard water requirements the OTHER PARTY will be allowed to use the water supplied by the Authority on payment of cost of water, the cost of installation of water meter shall be deposited by the Licensee.
- 4) The OTHER PARTY shall make the payment towards the use of Electric power supply provided by the Authority on payment of cost of Electric power. The cost of installation of the Energy meter shall be paid by the Licensee to the Authority.

- 5) The OTHER PARTY is given permission to display only a Board of a maximum size of 36" x 24" inches depicting on top AAI's name and logo followed by maintained by "_____ "at the site planned to be beautified and maintained. The name of AAI shall also be displayed along with the Other Party. The sample has to be approved by Airport Director, AAI, V S S Airport, Jharsuguda before its actual placement as Annexure-II. The "OTHER PARTY" shall not display any neon sign or any other advertisement board or hoardings except as herein above mentioned. In case of Traffic Island nothing should project beyond the height of 2 feet 6 inches from the road surface and the same should also be in accordance with the Traffic Regulations.
- 6) The "OTHER PARTY" shall not use allotted area other purpose than for beautification and maintenance of the same.
- 7) The "OTHER PARTY" shall reconstruct / re-model the existing facility in the said allotted area in accordance with their own design at their own cost, but only after approval of the Authority.
- 8) The "OTHER PARTY" shall not put-up any structure of permanent nature so as to damage the original structure design of the allotted area.
- 9) The "OTHER PARTY" shall not let-out or part with the possession at the said allotted area to any other party.
- 10) That the agreement granted shall be determined by either side by giving three months' notice to the other party and on expiration of three months notice period from the date of receipt of such notices, the agreement shall be deemed to be determined. In the event of termination of the agreement, the "OTHER PARTY" shall at its own cost, remove the advertisement boards belonging to them. The plants and other permanent fixtures shall be deemed to be the property of the "AUTHORITY". In the event of the "OTHER PARTY" failing to remove the fittings, advertisement and other belonging of them from the allotted area the Authority shall be at liberty to get the same removed at the entire costs risks/responsibilities of the "OTHER PARTY".
- 11) The "OTHER PARTY" shall be responsible for any damage, loss or injury what so ever that may be caused to the said allotted area or any other belonging of the Authority and / or to any of their underground works. If any such damages or injury or losses are caused due to the negligence of the "OTHER PARTY", the "OTHER PARTY" shall be liable to make good all such damage or injury or losses and shall forthwith pay to the Authority the damages or compensation for such losses or injuries suffered to the entire satisfaction in all respect of the AUTHORITY.

- 12) The AUTHORITY shall not be liable to pay any compensation for any additions, alterations, omissions, damage, defacing caused in the said allotted area as a result of work being carried out by the "AUTHORITY" or by any accident.
- 13) Nothing contained herein shall be construed as conferring upon the "OTHER PARTY" any right or interest over the land or property of the "AUTHORITY" either as a LICENSEE of land or part of it for any purpose whatsoever.
- 14) In the event of the breach of any of the terms and conditions of this Agreement made by the "OTHER PARTY" the "AUTHORITY" shall be at liberty to revoke this Agreement.
- 15) In the event of default by the "OTHER PARTY" or if the allotted space being maintained by the " OTHER PARTY " are required by the " AUTHORITY " for its use the " AUTHORITY " shall be at liberty to determine this Agreement by giving one month's notice.
- 16) The allotted space shall be deemed to be public premises as defined in Airports Authority of India Act., 1994 now in-force and the said Act or any other Act. Touching the subject may herein after come in to force the rules framed there under.
- 17) All dispute and differences would be referred initially to the competent dispute resolution committees as envisaged under the AAI manual for effective solution. In the absence of any effective solution. All disputes and differences arising out of or in any way touching or concerning this Agreement (except the decision whereof is otherwise herein before expressly provided for or to which the public premises as per provisions of Chapter VA "Eviction of unauthorized occupants etc. of Airport Premises" of AAI Act., 1994 as amended in 2003 and the rules framed there under which are now in force or which may herein after come in to force are applicable) shall be referred to the sole ARBITRATION of a person to be appointed by the Chairman/Member of the "AUTHORITY" or in case the designation of Chairman is changed or his office is abolished by the person for the time being entrusted whether or not in addition to other functions, with the functions of the Chairman. Airports Authority of India, by whatever designation

such person may be called or the Arbitrators appointed is unable to or un willing to act to the “SOLE ARBITRATION” of some other person to be similarly appointed and willing to act as such arbitrator. It will be no objection to any such appointment that the Arbitrator so appointed is a servant of the Authority, that he had to deal with the matters to which this Agreement relates and in the course of the duties as such servant of the Authority he had expressed views on all or any such of the matters indispute or difference.

The award of the Arbitrators appointed shall be final and binding on the parties. The Arbitrator may with the consent of the parties enlarge from time to time the time for making and publishing the award.

- 18) The terms and conditions mentioned in Annexure-2 to this license shall be deemed to be part and parcel of the agreement and the licensee and the Authority shall be bound by the same. In the event of an inconsistency between the two, the provisions of this agreement shall prevail.
- 19) In the event of any legal disputes the jurisdiction will be restricted to High Court- Odisha Jurisdiction.

Airport Director
AAI,VSS Airport, Jharsuguda

Signed by. Authorized person_____

For and on behalf of Agency/Party/Company (with seal)

In the presence of the following: -

Witnesses: -

1)_____

2)_____

ANNEXURE III

SCOPE OF WORK

1. All type of Horticulture & Landscaping development and maintenance works including regular maintenance of lawn, flower beds, hedge/edge, plants, plants with planters and supply of horticulture input i.e. earth, manure, fertilizers and other items required for horticulture work.
2. Maintenance of lawn includes weeding out undesirable growth, watering, mowing, cutting of grasses, manuring top dressing with fertilizers/manure etc. or soil mixed with manure and disposal of garden refuse as and when required as per direction of Airport Director, VSS Airport including the cost of gardener/labourer with tools and tackles complete.
3. Provision of Vertical garden, indoor ornamental plants with aesthetic planters in and around passenger and office area, fountains on city and airside of Terminal Building etc.
4. Provision of theme based murals, artifacts, painting etc. These installations shall be the property of vendor who shall ensure their proper maintenance.
5. As far as possible local products shall be used to promote local concept.
6. Maintenance of flower beds includes making flower beds and weeding out the undesirable growth, manuring, watering etc. and other inter-cultural operation as and when required as per direction of the Airport Director, VSS Airport, Jharsuguda.
7. The licensee shall be responsible to do the maintenance works on all the days inclusive of Sunday and other holidays except National holidays.
8. In case of mortality of plants the licensee shall have to replace the plants immediately at his own cost.
9. All the Landscaping & Horticulture works shall be done as per layout plan approved by Airport Director, VSS Airport, Jharsuguda.
10. A supervisor shall be deployed by Licensee for the work which shall take instructions from Airport Director, AAI, VSS Airport, Jharsuguda whenever required and get the work executed through good team of skilled and experienced gardeners/workers accordingly.
11. All the works shall be done to the entire satisfaction of Airport Director, AAI, VSS Airport, Jharsuguda.

**Signature of
Licensee/Agency**

Annexure – IV

**LIST OF DOCUMENT SUBMITTED BY AGENCY
EXPRESSION OF INTEREST FOR DEVELOPMENT & MAINTENANCE OF
LANDSCAPING AT
VSS AIRPORT, JHARSUGUDA**

Sl. No.	Description of Documents	Page No.

Signature of Agency