

Tender ID- 2022_AAI_116889_1

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Request for Proposal

For

Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi

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Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Agreement Value	As defined in Clause 6.1
Applicable Laws	As defined in Clause 3.1.3
Applicant	As defined in Clause 2.1.1
Authorized Representative	As defined in Clause 2.12.2
Authority	As defined in Clause 1.1.1
Conflict of Interest	As defined in Clause 3.2
Consultancy	As defined in Clause 2.1
Consultancy Team	As defined in Clause 2.1.4
CV	Curriculum Vitae
Effective Date	As defined in Clause 2.1
Eligible Assignments	As defined in Clause 2.2.2
Expatriate Personnel	As defined in Clause 1.1.1
Financial Bid	As defined in Clause 2.15
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award
Prohibited Practices	As defined in Clause 4.1
Proposals/Tenders/Bid	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.10
RFP	As defined in Disclaimer

Scheduled Bank	As specified in RBI Act, 1934
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under Applicable Laws
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.4

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposal

GENERAL INSTRUCTIONS FOR ONLINE BID SUBMISSION:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 4) 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 blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5) 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.

- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 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.
- 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.

ASSISTANCE TO BIDDERS

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

(i) Call Helpdesk. 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, Mobile: 91-8826246593 or can send e-mail at: support-eproc@nic.in

Bidders are requested to mention the URL of the Portal and Tender ID in the e-mail sent along with their contact details

(ii) For any further technical assistance with regard to functioning of CPP portal, the bidder should contact personnel at following AAI help desk numbers on all working days as below:

08.00 hrs.to 20.00 hrs. (Mon – Sat)

011-24632950, Ext – 3512 (Six Lines), e-mail – eprochelp@aai.aero

0930 hrs.to 1800 hrs. (Mon – Fri)

011-24632950, Ext–3523, e-mail-etenderssupport@aai.aero, sanjeevkumar@aai.aero, snita@aai.aero

0930 hrs.to 1800 hrs. (Mon – Fri)

011-24657900

e-mail: gmitqh@aai.aero

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

Name	:	K. C. Jatav
Telephone No.	:	011-24632950
Extension No.	:	2525
Mobile No.	:	+91-8140733214
E-mail ID	:	<u>kailashj@aai.aero</u>

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

~~Please note that under no circumstances bid procedure related queries shall be referred to the Independent External Monitors (IEMs).~~

AIRPORTS AUTHORITY OF INDIA

General Instructions and Guidelines to the Tenderer

First Important Step to Bidder for e-tender:

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

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

- a) Register for bid to participate in tendering.
- b) Obtain digital signature well in advance which takes minimum 24 to 30 hours.
- 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 on-line 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 shall put his signature and upload scan copies of the same.
- b) **Amendment to Tender Document:** - At any time, prior to scheduled date of submission of bids, AAI if it deems appropriate to revise any part of this tender or to issue additional date 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 CPP's Website/Portal only
- c) **Clarifications of Tender Document:** - Bidder, requiring any clarifications of the tender document, may submit their queries, if any, through provision of CPP's Website/Portal on or before as per Critical Data Sheet. Replies to queries by AAI will be uploaded through CPP's e-Procurement portal. The bidders are advised to visit CPP's Website/Portal regularly.
- d) No correspondence shall be entertained from the tenderer after opening of tenders, other than asked by AAI for any clarifications if required.

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

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

Tel: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

3. For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).

b. 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".

4. In case of any technical issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchg@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.

5. The above mentioned help desk numbers are intended only for queries related to the issues on 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 concerned Bid Manager of AAI**

1. INTRODUCTION

1.1 Background

- 1.1.1 Airports Authority of India (“Authority”), established under Airports Authority of India Act, 1994 (“Act”), is a Category-I Mini-Ratna Public Sector Enterprise. The Authority is mandated under the Act, inter-alia, to manage the airports, civil enclaves and the aeronautical communication stations efficiently (other than airports and airfields belonging to, or subject to the control of, any armed force of the Union).
- 1.1.2 The Authority currently manages 137 airports across India which includes 24 International Airports and over 103 Domestic Airports including 23 Domestic Civil Enclaves, besides 10 Custom Airports, 4 Custom Civil Enclaves and Defense Airfields. The Authority also provides Air Traffic Management Services (ATMS) over the entire Indian Air Space and adjoining oceanic areas, with ground installations at all Airports and 25 other locations to ensure safety of Aircraft operations.
- 1.1.3 The Authority in its persistent efforts to provide world class infrastructure and services to its stakeholders has been endeavoring to excel its global peers by undertaking various initiatives.
- 1.1.4 The Authority is currently in the process of systematic improvement in various functions, to continue its endeavor of ensuring highest standard of services, the Authority has decided to appoint a Consultant for monitoring of ongoing major projects through BIM model and as per the Terms of Reference specified in the RFP (the “TOR”).

1.2 Request for Proposals

The Authority invites proposals from interested firms (the “Proposals”) for selection of the “**Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi**” through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal by sending written queries to the Authority.

1.4 Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) amounting to **Rs. 50,000/- (Rupees Fifty Thousand only)** will be accepted online through CPP Portal only.

- 1.4.1 State Bank of India (SBI) has been authorized as Nodal Bank and its payment gateway has been integrated/ mapped with CPP Portal for the collection of Tender Processing Fee and EMD through e-procurement portal from various bidders participating in e-Tendering. Standard operating procedure is enclosed as Form 13 of Appendix-1

1.4.2 EMD of the unsuccessful bidders shall be returned by AAI within **7days** of issue of Letter of Award (LOA). However, the EMD of the successful bidder shall be returned after submission of Performance Security as per terms of the Agreement.

1.4.3 EMD in any other form shall not be accepted.

1.4.4 The Applicant, by submitting its Application pursuant to this tender document shall be deemed to have acknowledged that without prejudice to the AAI's any other right or remedy hereunder or in law or otherwise, the Earnest Money Deposit shall be forfeited under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Section of this tender.
- b. If an Applicant withdraws its Tender during the period of its validity as specified in this Tender and as extended by the Applicant from time to time;
- c. If the successful bidder fails to sign the agreement or fails to furnish the required Performance Security within the time specified in this document or any extension there-of granted by AAI;
- d. If the Applicant imposes any condition after the Tender due date affecting the original Tender.
- e. If any information furnished by the bidder in the tender document found to be false, fabricated or forged.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of **90 days** from Bid Submission End Date i/c extended.

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process for evaluating the Proposal comprising technical and financial bids to be submitted online through CPP portal. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Only those Applicants who score 75 or more marks (out of 100) in Technical Evaluation shall be technically qualified and only their Financial bid shall be opened. Work shall be awarded to the bidder with lowest financial quote (the “**Selected Applicant**”)

1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Applicant, INR 76 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted into US\$ at the rate of 1 US\$ = 76 INR, 60 (sixty) days prior to the PDD, and the amount so converted shall be converted into INR at the aforesaid rate. The conversion rate for each currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Rejection and Return of Tender:

AAI reserves the right to reject any or part of tender without assigning any reason. AAI also

reserves the right at its discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.

1.9 Processing Fee:

Tender processing fee of **Rs. 1180/- (Rupees One Thousand One Hundred Eighty)** (i/c GST), **non-refundable** will be required to be paid online on CPP portal only.

1.10 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule. The instructions in the tender documents are binding on all the bidders and submission of the tender shall imply unconditional acceptance of all the terms and conditions of the tender by the bidder:

No	Event Description	Date & Time
1	Publishing Date	25/05/2022, 1800 Hrs.
2	Document Sale Start Date	25/05/2022, 1800 Hrs.
3	Document Sale End Date	15/06/2022, 1800 Hrs.
4	Seek Clarification Start Date	25/05/2022, 1800 Hrs.
5	Seek Clarification End Date	01/06/2022, 1800 Hrs.
6	Pre -Bid Meeting Date	NA
7	Bid Submission Start Date	25/05/2022, 1800 Hrs.
8	Proposal Due Date (PDD)/ Bid Submission End Date	15/06/2022, 1800 Hrs.
9	Bid Opening of Technical Proposal/ Bid Opening Date (Envelope- I)	17/06/2022, 1100 Hrs.
10	Opening of Financial Proposals/ Financial Bid (Envelope- II)	30/06/2022, 1100 Hrs.

Bid Manager

The Bid Manager with regard to this is:

Name : K. C. Jatav
 Designation : AGM (E-C)
 Telephone No. : 011-24632950
 Extension No. : 2525
 Mobile No. : +91-8140733214
 E-mail ID : kailashj@aai.aero
 Address : 3rd Floor, B- block, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003

1.11 Pre-Proposal Clarification

As per schedule given at para no.1.10, queries/clarification to be submitted online through CPP portal only.

1.12 Bank Guarantees

AAI has made arrangement for Verification of Bank Guarantees received by AAI from Vendors/Customers/Concessionaires through Structured Financial Messaging System (SFMS) of ICICI bank. The system will operate on pan India basis.

- i. The prospective successful bidder shall submit the Bank Guarantee (PBG/ BG-SD/FPG) in accordance with the given bank details:

Corporate Name	:	AIRPORTS AUTHORITY OF INDIA
Bank Name	:	ICICI BANK
IFSC Code	:	ICIC0000007
BG Advising Message	:	IFN 760COV (BG ISSUE)
	:	IFN 767COV (BG AMMENDMENT)
Unique Identifier Code*	:	AAICORHQ (Specific code/ or each unit as per Form 11 of Appendix-1 to be mentioned in field 7037 of the BG advising message code.) * Please note that only unique identifier code will change depending on the AAI unit calling the tender.

- ii. While submitting the documents to BG issuing bank, the Bidders will also submit a letter to the issuing bank as per the format given in the Form 12 of Appendix-1
- iii. While uploading the Original BG document the bidder shall attach the copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the bidding Process either individually (the “**Sole Firm**”) or Partner firm in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Partner firm, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **Consortium/JV consultants shall not be permitted.**

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal online through CPP portal in the form and manner specified in this Section of the RFP as per date and time as specified in Clause 1.10. **The Technical proposal and other related documents shall be submitted in the form at Appendix-1- (Form-1) and the Financial Proposal shall be submitted in the form at Appendix-2 (Form-2).** Upon selection, the Applicant shall be required to enter into an Agreement with the Authority.

2.1.4 Key Personnel

The Consultant’s team (“**Consultancy Team**”) shall consist of the following key personnel (“**Key Personnel**”), for the Project, and who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
BIM Manager/ Expert	Shall be responsible for providing overall advisory service and assistance to Authority for the successful completion of the Assignment in accordance with the Terms of Reference
BIM Coordinator	Shall be responsible for training of AAI officials on BIM and services for monitoring of AAI projects on BIM with coordination of Engineer-in-charge/ Executing agencies, assisting the Authority on all technical aspects related with the Assignment and provide the sectorial perspective and inputs.

- Key Personnel shall follow the AAI working hours. No overtime allowance is payable.
- The AAI list of Holidays can be availed by the Key Personnel unless otherwise warranted by the work.
- If the Key Personnel work on a AAI declared holiday, Compensatory can be taken on some other day.

- Any Casual leave availed by the key personnel as per consultant Company's policy shall be treated as working day for the purpose of Man-Months calculations.
- Unauthorized absence shall be noted and proportionate monthly pay shall be paid in the monthly bills.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 Eligibility Criteria:

No	Eligibility Criteria	Supporting Documents
1	Applicant	
1A	Permanent Account Number (PAN) and Valid GST registration	Copy of Permanent Account Number (PAN) and Valid GST
1B	Financial Capacity	
	(i). Minimum average annual turn-over of Rs. 6.90 Lakhs of the last three financial years from FY 2018-19 to FY 2020-21	Copy of Certificate from the statutory auditors declaring and certifying the following: (i) Minimum average annual turn-over of Rs. 6.90 Lakhs of the last three financial years from FY 2018-19 to FY 2020-21
1C	Technical Capacity	
	In the past Seven (07) years preceding PDD, the Applicant should have completed eligible assignments in BIM modelling (with LOD 400 model, 4D & 5D simulation/ VDC simulation) in Major Infrastructure Sector like Airport Terminal Buildings, 5 Star Hotels, Metro Stations, Institutional Buildings, Shopping Malls, Business / Commercial Complexes, Hospitals, Sports Complex with indoor stadium, Corporate Office as defined in the clause 2.2.3 with receipt of consulting fee (without GST) of Rs. 18.40 Lakhs as a single work or 02 works each of Rs. 11.50 Lakhs or 03 works each of Rs. 9.20 Lakhs shall be considered.	Client Certificates/Work Experience Certificates clearly showing nature of works/ services and its completion cost. 1. Copies of the satisfactory work completion certificates from the client as applicable. Work experience certificate from non-government/ non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s)

Proposals of only those Applicants who undertake to deploy the key personal with minimum qualification prescribed below will be considered for evaluation:

Key Personnel	Qualifications
BIM manager /Expert	<ul style="list-style-type: none"> Expert should have a Bachelor's Degree in Architecture / Engineering- Civil/Electrical with minimum 10 years of professional experience in BIM management or a Master's Degree in Architecture/ Engineering - Building Management from a recognized University with minimum 7 years of professional experience in BIM management Should have worked in a minimum of 03 Eligible Similar Assignments as defined in Clause 2.2.3. The expert should be an employee of the firm for at least 1 year.
BIM Coordinator	<ul style="list-style-type: none"> Coordinator should have a Bachelor's Degree in Architecture / Engineering- Civil/Electrical with minimum 7 years of professional experience in BIM management or a Master's Degree in Architecture/ Engineering - Building Management from a recognized University with minimum 5 years of professional experience in BIM management Should have worked in a minimum of 03 Eligible similar Assignments as defined in Clause 2.2.3.

2.2.3 Eligible Assignments:

Consultancy assignments **granted by the government**, multilateral agencies, statutory authority or public sector entity in respect of BIM Management of:

Major infrastructure project like Airport Terminal Buildings, 5 Star Hotels, Metro Stations, Institutional Buildings, Shopping Malls, Business / Commercial Complexes, Hospitals, Sports Complex with indoor stadium, Corporate Office, Airfield pavement.

- 2.2.4 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.5 The Applicant should submit a Power of Attorney as per the format provide, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- 2.2.7 Consultant firm shall submit an undertaking stating its firm or its partners or its Directors have not been black listed or any case is pending 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., or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
- 2.2.8 The Consultant firm shall possess the required specialized manpower as mentioned in eligibility criteria, etc. required for execution of the subject scope of work in the RFP & shall give undertaking stating that no part of the scope of work shall be sublet or outsourced to any third party without written consent from AAI.
- 2.2.9 A representative of the Principal firm shall submit an RFP document on behalf of their certificate for submission of bid documents. Deleted
- 2.2.10 Foreign firms shall enclose all details of their Indian agents/Representatives.
- 2.2.11 AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI reserves the right to call off process of appointment of Consultants at any stage without assigning any reason.

NOTE: Tenderers have to submit Unique Document Identification Number (UDIN) generated documents like Turnover certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. duly certified by CA and having UDIN. **The documents submitted by bidders without UDIN shall not be entertained.**

2.3 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.4 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Visit to the Authority and verification of information

Applicants are required to verify the respective Proposals after visiting the office of the Authority. Deleted is the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Agreed to be bound by the undertaking provided by it under and in terms hereof

2.6.2 The Authority 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a). at any time, a material misrepresentation is made or discovered,

OR

- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.7.3 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded.

2.7.4 The information contained in the tender should be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.

2.7.5 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing are liable for rejection.

2.7.6 If bidders have a relation or relations employed in the capacity of an officer of AAI, the tender inviting authority shall be informed of the fact along with the offer, failing

which AAI, at its sole discretion may reject the tender or cancel the contract

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.8 Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices

2.8.2 Terms of Reference

2.8.3 Conditions of Contract

2.8.4 Appendices

Appendix-1: Technical Proposal

- | | | |
|---------|---|--|
| Form 1 | : | Letter of Proposal |
| Form 2 | : | Particulars of the Applicant |
| Form 3 | ÷ | Undertaking regarding Debarment/Blacklisting |
| Form 4 | : | Power of Attorney |
| Form 5 | : | Financial Capacity of the Applicant |
| Form 6 | : | Detail of Key Personnel's |
| Form 7 | : | Details of Relevant Assignments of the Applicant |
| Form 8 | : | Details of Relevant Assignments of Key Personnel. |
| Form 9 | : | CVs of Professional Personnel |
| Form 10 | : | Form for Letter Of Undertaking From Depositor To Bank |
| Form 11 | : | Advisory: For Applicant and its BG Issuing Bank Branch |
| Form 12 | : | Request Letter: Transmission of Bank Guarantee Cover Message
(to be submitted by applicant to BG issuing banks) |
| Form 13 | ÷ | Format of Bank Guarantee for Performance Security |

Appendix – 2: Financial Proposal

- | | | |
|--------|---|--------------------|
| Form 1 | : | Covering Letter |
| Form 2 | : | Financial Proposal |

2.9 Clarifications

- 2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing through CPP portal so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.10 [i.e. Last date for receiving queries/clarifications]. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will post the reply to all such queries on the Official online CPP portal without identifying the source of queries. The Applicants are required to check the Official CPP portal periodically and the Authority may not normally make any individual communication to the Applicant.
- 2.9.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant modify the RFP document by the issuance of Addendum/ Amendment and posting it on the CPP portal.
- 2.10.2 All such amendments posted on the Official CPP Website along with the revised RFP containing the amendments, will be binding on all Applicants.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in **English** language and strictly on the forms provided in this RFP. 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 must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of proposal

- 2.12.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2. The Proposals must be properly digitally signed by the authorized representative (“Authorized Representative”) **as detailed below:**

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- (d) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-1 (Form-4) shall accompany the Proposal (if required).

2.12.3 Applicants should note the PDD, as specified in Clause 1.10, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 1.10. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.13 Composition of Bids and General Guidelines for bid process

- 2.13.1 Bidders shall submit their bids as per scheduled date & time through Central Public Procurement portal only.
- 2.13.2 Central Public Procurement Portal (CPPP) system shall not allow bidders to submit their tender, after the scheduled date & time. Bidders shall submit tender before the deadline specified in Para 1.10 of this tender document. The Technical bids and the Financial bids will be opened online by AAI at the time and date as scheduled in Para 1.10. All the Statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified by AAI for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in CPPP. The status of opening of Technical & Financial bid shall be displayed on CPPP and shall be visible to all the bidders who participated in this Tender.

Tendering Procedure

2.14 Technical Proposal

- 2.14.1 Tender once uploaded shall be final and no amendment thereto shall be permitted after the bid submission end date as prescribed in Para 1.10. One bidder shall submit only one tender.
- 2.14.2 Tender shall consist of 02 stages. The documents required for Bid evaluation are listed hereunder.

2.14.3 Following documents, duly signed & stamped are required to be uploaded Technical bid:

(Cover No.-1)

- (i) Scanned Copy of online receipt generated against Tender processing fee.
- (ii) Scanned copy of online receipt generated against Earnest Money Deposit.
- (iii) Scanned copy of duly signed Unconditional acceptance of tender conditions.
Annexure -2(Form-1).
- (iv) Scanned copy of Experience certificate. TDS in case of Experience certificate from non-Govt. organization.
- (v) Scanned copy of Balance sheet of last three years with UDIN.
- (vi) Scanned copy of Valid GST certificate
- (vii) Scanned copy of Permanent Account Number (PAN).
- (viii) Bidder shall submit the scanned copy with sign in all the forms of Appendix 1 i.e. **From 1 to 9**, Checklist available in the tender.
- (ix) Bidders shall endorse (sign) each page of the scanned copy of the entire Tender Document and upload the same at CPPP.

- Note: - i) Non-submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is not in conformance with the relevant clause of the tender document may result in rejection of tender.
- ii) Documents submitted online at Central Public Procurement Portal during technical bid submission shall only be accepted for verification as per para mentioned above.

2.15 "Financial Bid" shall be filled as per the guidelines given in CPPP:

(Cover No.-2)

- (i) The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls provided in CPPP
- (ii) 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 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.
- (iii) The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account.
- (iv) Tender, in which any of the particulars and prescribed information is missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

2.16 Submission of Bids

- 2.16.1 The Applicant shall provide all the information in terms of this tender Document. Only those documents shall be evaluated that are received in the required format and complete in all respects through central Public Procurement Portal of Govt, of India (CPPP)
- 2.16.2 The bidder shall submit their tender on-line on e-tendering website. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial bid.

D EVALUATION PROCESS

2.17 Bid Opening and Evaluation

2.17.1 Opening of Bids

- a. AAI shall open Bids as per scheduled Tender Opening Date and Time specified in Clause 1.10 of this tender document.
- b. AAI will evaluate the bids based on the documents uploaded by the bidder as per Clause of this tender. In case of non-submission of any of the aforesaid documents or, submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender, tenders shall be finalized on the basis of the information available.
- c. AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order. The decision of AAI shall be final.
- d. Bidders passing bid criteria as specified in para 3.1 shall only be informed and considered for opening and evaluation of financial bid. However, bidders not meeting bid criteria shall also be informed.
- e. AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on CPP portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.

2.17.2 Evaluation of Bids

Only those Applicants who score 75 or more marks (out of 100) in Technical Evaluation shall be technically qualified and only their Financial bid shall be opened.

2.17.3 Currency of Financial Quotes:

Bidders shall quote the rates in INR only.

2.17.4 Clarifications

- i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be Online on CPP Portal.
- ii) If an Applicant does not provide clarifications sought under Clause 2.17.4 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.18 Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of the BIM Manager/ BIM Coordinator as the ranking of the Applicant is based on the evaluation of the BIM Manager/ BIM Coordinator and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the BIM Manager/ BIM Coordinator is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.19 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.20 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within the period prescribed 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 Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and action shall be taken authority as per Clause- 4.2

2.21 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within **15 days** of issue of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. The cost of stamp duty shall be borne by consultant.

2.22 Commencement of Assignment

The Consultant shall commence the Consultancy within **10 (Ten) days** from the date of issue of LOI. If the Consultant fails to either sign the Agreement as specified in Clause 2.21 or commence the assignment as specified herein. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.23 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority, except any tools or methodology proprietary of the consultant.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, the experience of Key Personnel. Only those Applicants who score 75 or more marks (out of 100) in Technical Evaluation shall be technically qualified and only their Financial bid shall be opened. Work shall be awarded to the bidder with lowest financial quote. In case, after Technical Evaluation, there is only one bidder who scores 75 or more marks, then, qualifying bench mark score shall be relaxed to 70 marks and bidders with scores of 70 and above marks shall be considered as qualified for opening of financial bid. In the absence of minimum two qualified bidders, the tender shall be cancelled and recalled.

3.1.2 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows:

Technical Evaluation

S.No.	Evaluation Criteria	Sub-Criteria	Marks
1.1	Financial Capacity of the Applicant	Average Annual turnover during FY 2018-19 to FY20-21 from consultancy business <ul style="list-style-type: none">• INR \geq14.00 Lakhs (20 marks)• INR \geq11.00 Lakhs and INR $<$35.00 Lakhs (15 marks)• INR \geq7.00 Lakhs and INR $<$25.00	20

		Lakhs (10 marks)	
1.2	Eligible Assignments of the Applicant	<ul style="list-style-type: none"> Following marks shall be allotted for eligible assignments as per Clause 2.2.2 in major infrastructure projects as defined in clause 2.2.3 in the last 07 years. <ul style="list-style-type: none"> ≤3 assignments (30 marks) 4-5 assignments (35 marks) > 5 assignments (40marks) 	40
Key Experts' qualifications and competence for the Assignment			
2.1	BIM Manger /Expert	A. Following marks shall be allotted for eligible assignments as per Clause 2.2.2 (as defined in clause 2.2.3) in the last 7 years. <ul style="list-style-type: none"> 1-3 assignments (10 marks) 4-5 assignments (15 marks) >5 assignments (20 marks) 	20
2.2	BIM Coordinator	<ul style="list-style-type: none"> Following marks shall be allotted for eligible assignments (as defined in clause 2.2.3 or 2.2.4) in the last 7 years. <ul style="list-style-type: none"> 1-3 assignments (10 marks) 4-5 assignments (15 marks) >5 assignments (20 marks) 	20

3.2 Short-listing of Applicants

Applicants with minimum overall technical score of 75 out of 100, as aforesaid, shall be considered for opening of financial bid in the second stage. However, if the number of such pre-qualified applicants is less than 02 (two) the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical marks is less than the score specified in Clauses 3.1.1,

3.3 Evaluation of Financial Proposal

- 3.3.1 Only those Applicants who score 75 or more marks (out of 100) in Technical Evaluation shall be technically qualified and only their Financial bid shall be opened. Work shall be awarded to the bidder with lowest financial quote

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall be debarred to participate in any tender or RFP issued by the Authority for a period of 2 (two) years from the date of debarment.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.8.2-Terms of Reference

Terms of Reference (ToR)

1. General

- 1.1. Airports Authority of India (“Authority”), established under Airports Authority of India Act, 1994 (“Act”), is a Category-I Mini-Ratna Public Sector Enterprise. The Authority is mandated under the Act, inter-alia, to manage the airports, civil enclaves and the aeronautical communication stations efficiently (other than airports and airfields belonging to, or subject to the control of, any armed force of the Union).
- 1.2. The Authority in its persistent efforts to provide world class infrastructure and services to its stakeholders has been endeavouring to excel its global peers by undertaking various initiatives.
- 1.3. The Authority is currently in the process of systematic improvement in various functions, to continue its endeavor of ensuring monitoring of ongoing major projects, the Authority has decided to appoint a Consultant for:

Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi

and as per the Terms of Reference specified in the RFP as per the scope of work given in the TOR below.

2. Objectives

- 2.1 The objective of this consultancy is implementation of building information modelling (BIM) as a tool for monitoring of the major projects from head quarter of the ongoing / upcoming projects in AAI.

3. Scope of Work :

- 3.1 Installation of BIM software and training
Consultant shall install BIM softwares as per BOQ and training to AAI officials at CHQ, New Delhi.
- 3.2 BIM Expert/ Coordinator shall report at AAI, CHQ, New Delhi office and visit the site of the ongoing/ upcoming AAI projects all over India whenever required.
- 3.3 Scope of the BIM Expert/ Coordinator shall be as under
 - i. BIM Coordinator will help to create BIM standards and Guidelines for other stake holders
 - Revit Modelling standards
 - BIM reference documents (BEP & BIM Standards)
 - ii. BIM coordinator will help to create common data environment for all stake holders

- iii. BIM coordinator will attend all meeting related to project and provide all necessary input to all stake holders
- iv. During Project design stage:
 - BIM Coordinator will review the models & drawings and if require any modification related to BIM standards, models & drawings, BIM coordinator will take the initiation for the same
 - At design stage BIM coordinator will help the team for model reviewing process
 - At design stage BIM coordinator will generate the clash report and provide necessary input to team for further updating process
- v. During Construction Stage:
 - BIM Coordinator will help the site team for review the model and provide proper understanding of project
 - BIM Coordinator will monitor the project progress shared from the stations and identify the actual Vs planned and delay if any.
 - BIM Coordinator will provide the necessary information to all stake holders based on their requirements if related to site activities
- vi. BIM Coordinator will help to create 4D simulation model in to be presented at CHQ.
- vii. BIM coordinator will interact with project incharges at the station to get Cobie data sheet, in operation phase to identify the element location and all element data to be presented at CHQ.
- viii. BIM Coordinator will interact with project incharges at the station to get as built model to be presented at CHQ.
- ix. BIM Coordinator will attend all the review meetings involving BIM and make presentation in BIM as required.

NOTE: The above list is not exhaustive but only indicative BIM Coordinator shall act in such a manner that monitoring of the projects all over India (where BIM provision exists) is done from CHQ to the satisfaction of AAI management.

4. General : The scope of work also includes the following:

- A. During the entire Consultancy period, the Consultant is required to participate and make presentation, if necessary, at various levels. The Authority shall not quantify the number of meetings the Consultant is required to attend. On various occasions, it is expected that the meetings will be held at short notice. The Consultant should take into account this fact while preparing the financial quote of the Consultancy.
- B. Upon initiation of the Consultancy, the Consultant shall obtain the approval of the competent authority. If the Consultancy is put on hold or cancelled, then the Consultant shall be paid up to the milestone for which the work has been completed. The Consultant shall submit a report by the Consultant. In case of partial completion of the Consultancy, the decision of the Authority in deciding the quantum of payment to be made to the Consultant shall be final.
- C. The Consultant shall undertake the work incidental to the scope of work that may emerge during the Consultancy period but not specified in the Scope of Work. No additional payment will be made to the Consultant for the incidental work performed.

5. **Timelines for the Projects:** The timelines for the project is given in table below:

Proposed Deliverables	Timelines
Installation of Softwares and Training.	30 days after issue of LOI as communicated by authority.
Services of BIM Coordinator/Expert	12 Months after Installation of Softwares and training

6. **Payment Milestones**

Payment Milestone	Contract Value
Item No.01 to 03	100 % after successful installation of BIM module Softwares and training.
Item No. 04	Monthly as per quoted rate with reimbursement of TA/DA/ lodging charges as per Authority Rules equivalent to Manager (E-3).

- 7 **Financial Proposal Template**

The Consultant shall quote the financial bids online through CPP portal in the given format of excel Sheet.

2.8.3- Conditions of Contract

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1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **“Agreement”** means this Agreement, together with all the Annexes;
- (b) **“Agreement Value”** shall have the meaning set forth in Clause 6.1.1.
- (c) **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- (e) **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- (g) **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- (i) **“Government”** means the Government of India **“INR, Re. or Rs.”** means Indian Rupees;
- (j) **“Member”**, in case the Consultant consists of a consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- (k) **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) **“Personnel”** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (m) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (n) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (o) **“Services”** means the work to be performed by the Consultant pursuant to this

Agreement, as described in the Terms of Reference hereto; and

- (p) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) In the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) In the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city(Delhi) as the Authority's office, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices of the Authority (CHQ, RGB, New Delhi) in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 ~~Authority of Member in charge~~

~~In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority~~

~~under this Agreement, including without limitation the receiving of instructions and payments from the Authority.~~

1.10 **Authorized Representatives**

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative unless otherwise notified, the Authority Representative shall be:

Executive Director (Engg.)-MIS & Standardization
Airports Authority of India
Rajiv Gandhi Bhawan, C Block
Safdarjung Airport, New Delhi-110003
E-mail: edengg_ms@aai.aero

- 1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....
....

Tel:
Mobile:
E-mail:

1.11 **Taxes and duties**

Rates quoted by the bidders shall be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items. Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. **However, GST as applicable, shall be paid to the consultant/ contractor, for any taxable supply / services ~~/construction~~ rendered by the consultant to AAI, against a valid GST invoice as per terms and conditions of the contract.**

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 10 (Ten) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to Commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiry of Agreement

Period of the contract shall be **13 Months** (Thirteen Months) from the date of execution of the Agreement). This including time taken for approvals at various levels of the Authority. Authority also reserves the right to extend the period of Consultancy at its own discretion.

2.5.1 Entire Agreement

This Agreement and currently in the process of systematic improvement in various functions in infrastructure projects across all airports managed by AAI.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the

negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 Breach of Agreement

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1. By the Authority: The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; and (iii) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination.

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (a) fee pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) except in the case of termination pursuant to Sub-clauses(a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at page 29-31 of this RFP. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the services in accordance with the applicable laws and shall take all practicable steps to ensure that any personnel and agents of the Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub- Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments

granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities, neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.4 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be

eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.3 Confidentiality

The Consultant, its Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Personnel or either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Personnel or becomes a part of the public knowledge from a source other than the Consultant, its Personnel
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the

Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.1 of this Agreement or (b) the proceeds the consultants may be entitled to recover from any insurance maintained by the consultant to cover such a liability, whichever (a) or (b) is higher

3.5 Accounting, inspection and auditing

This sub-point has been deleted intentionally.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the professional personnel as are not listed in para-2.1.4
- (b) Any other action that is specified in this Agreement.

3.7 Reporting obligations

- 3.7.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority

- 3.8.1 All reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any consultancy document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "**Claims**") which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or

failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Para-2.1.4 of this Agreement.

4.3 Approval of Personnel

4.3.1 The Key Personnel listed in Para-2.1.4 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-1 (Form-9) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel.

4.5 BIM Manager/ Expert

The person designated as the BIM Manager/Expert shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Authority shall:

- (a) provide the Consultant, its Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Personnel to perform the Services;
- (b) facilitate prompt clearance/passes to visit any airport or construction site and
- (c) Issue to officials, agents and representatives of the Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services. The entry passes required to visit airport sites shall be chargeable and borne by the consultant.

5.3 Change in Applicable Law

All applicable taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in BOQ of the Agreement. Except as may be otherwise agreed under Clause 2.6 the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rs.).

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

- (a) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and accepted by the Authority.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the Agreement shall be reimbursed by the Consultant within (thirty) days after receipt by the Consultant of a claim by the Authority for reimbursement must be submitted within one (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c).
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 3% (Three per cent) of the Agreement Value (the “**Performance Security**”); however, the Consultant shall be required to provide a Performance Security for recovery of liquidated damages as specified in clause 7.2 of the Agreement in the form of a bank guarantee which should be valid for a period up to three months after the expiry of this Agreement in the form specified at Appendix-1 (Form-13) of the Agreement .

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages at an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as

may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **“Dispute”**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all no privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Member (Planning), AAI and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a sole arbitrator appointed by the Competent

Authority i.e. Member (Plg.), ~~AAI in accordance with Clause 9.4.2.~~ Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the **“Rules”**), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of three arbitrators. The third arbitrator shall be appointed by the Parties, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

Deleted

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

APPENDIXES

APPENDIX-1- (Form-1)

(See Clause
2.1.3)

TECHNICAL PROPOSAL

Letter of
Proposal

(On Applicant's letter
head)

(Date and Reference)

To,

.....

.....

.....

**Sub: Selection of Consultant for BIM (Building Information Modeling)
management i/c supply & Installation of Software at CHQ, New Delhi**

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for advising the Authority for the Project. The proposal is unconditional.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or

judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for accepted breach on our part which in any manner may impair our provision of the services under the proposed engagement.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) 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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Bank which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority ~~[and/ or the Government of India]~~ in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if

the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date (PDD) specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
16. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with ~~the form at Schedule 2 of~~ the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the BIM Manager/ Expert and BIM Coordinator in accordance with the provisions of the RFP and that the BIM Manager/ Expert shall be responsible for providing the agreed services himself and not through any other person or Associate.
18. I/We have studied RFP 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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

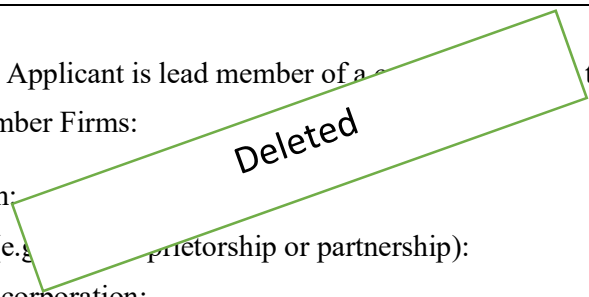
In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-1 : Form-2

Particulars of the Applicant

1.1	Title of Consultancy: Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi
1.2	State whether applying as Sole Firm/ Partner Firm: Yes / No
1.3	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.4	<p>In case, if the Applicant is lead member of a  the following for each of the other Member Firms:</p> <p>Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation:</p>

1.5	<p>For the Applicant (in case of consortium, for each member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members, in case of consortium, been penalized by any organization for poor quality of work on each of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ or any of its Associates ever failed to complete any work awarded to it by any authority in last five years? Yes/No</p> <p>(iv) Has the Applicant/ or any of its Associates been blacklisted by any Government or Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of its Associates, in case of consortium, suffered bankruptcy or insolvency in the last five years? Yes/No</p> <p>No answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.6	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of</p>

(Appendix-1 (Form-3))

(To be Submitted on the letter head of the Applicant)

Title of Consultancy/ Work: Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

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

- (i) Our firm is not restrained/ 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.
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s..... (Name of firm) has remained of Proprietor /Partner /Board Member /Director in any firm which stands 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.
- (iii) Our firm understand that in case above is discovered at later stage, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/blacklisting, termination of the contract etc. as deemed fit.

Date:
of the

[Signature and name

authorized signatory of the firm]

Place:

Appendix-1 - (Form-4)

**Power of
Attorney**

Know all men 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 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 Proposal for **“Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi”** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in Power Point Presentation and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority. AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized 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 Authorized 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)

Witnesse
s:

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 Applicant 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 if it carries a conforming Apostille certificate.

Deleted

Appendix-1 (Form-5)

Financial Capacity of the Applicant (Refer Clause 2.2.2)

S. No.	Financial Year	Annual Consultancy Fee Received (excluding revenue from IT implementation, audit, and taxation.)* (Rs. in Lakhs)
1.	2018-19	
2.	2019-20	
3.	2020-21	
	Average(Rs)	

Certificate from the Statutory Auditor **

- a. This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.
- b. This is to certify that (name of the Applicant) has Positive Profit After Tax in FY 2020-21.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm (Chartered Accountant):

* In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

** In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any printed Annual Financial Statement.

Appendix – 1 (Form -6)
Detail of Key Personnels'

S. No.	Designation of Key Personnel	Name	Educational Qualification	Details of Experience in terms of Clause 2.2.2	Present Employment		No. of Relevant Assignments #
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	BIM Manager/ Expert						
2.	BIM Coordinator						

Refer Form 8 of Appendix 1 Eligible Projects of Key Personnel.

Signature, name and designation of the authorized signatory)

For and on behalf of

Appendix-1 (Form-7)

Details of Relevant Assignments of the Applicant*
(Refer Clause 3.1)

S.No	Name of Project	Description of Client	Description of the project	Professional fee** received by the Applicant (in Rs crore)
1	(2)	(3)	(4)	(5)
1				
2				
3				

* The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

** The Document/ Certificate issued by the client in support of the above details to be submitted alongwith this form.

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

APPENDIX-1 (Form-8) *

Details of Relevant Assignments of Key Personnel **

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project / Description of Client	Description of project	Description of organization for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Description of the project and key tasks undertaken/	Whether meets the criteria prescribed in clause 2.2.2, 3.1.2	Details of Experience in Terms of Para 3.1.2
1	2	3	4	5	6	7	8	9

* Use separate Form for each Key Personnel.

** The MD/Head of the consulting firm shall self-certify the assignments if the firm has non-disclosure agreement with its clients.

If the Applicant is a LLP (Limited Liability Partnership) entity, Client Certificates or self-certification is allowed from Partner of the firm in case of confidential assignments

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Appendix-1 (Form-9)

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project

Description of responsibilities

Certification:

- a I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- b I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Professional Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel and Professional Personnel.
2. The names and chronology of assignments included here should conform to the project- wise details submitted in Form-7 of Appendix-1.
3. Each page of the CV shall be signed in ink by the Personnel concerned of the applicant firm along with the seal of the firm. In case the personnel concerned is not available for signing the CV, the authorized signatory of the firm will have to sign on his behalf. Photocopies will not be considered for evaluation.

Appendix-1 (Form-10)

FORM FOR LETTER OF UNDERTAKING FROM DEPOSITOR TO BANK

(To be submitted along with Security Deposit/Earnest Money/Performance Guarantee to
Airports Authority of India)

(To be submitted on the Letter Head of the Firm)

To,
The Bank Manager
(COMPLETE POSTAL ADDRESS)

Subject: My / our Bank guarantee bearing No.
Dated issued in favour of Airports Authority of
India.....

Sir,
The subject Bank Guarantee is obtained from your branch for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of Contract awarded / to be awarded by M/s. Airports Authority of India to me/ us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash / close the subject Bank Guarantee before maturity / on maturity towards adjustment of dues without any reference/ consent / notice from me / our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of Authorized Signatory/Depositor
(COMPLETE POSTAL ADDRESS)

Place:

Date:

Appendix-1 (Form-11)

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airport Authority of India

Field Number

Particulars (to be mentioned in Row 1)

7037

<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S No.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	precheckbgv@aaiaero	AAICORHQ
2	RHQ-NR	bgv.rhqnr@aaiaero	AAIRHQR
3	JAMMU	bgv.jammu@aaiaero	AAIJAMMU
4	SRINAGAR	bgv.srinagar@aaiaero	AAISRINAGAR
5	AMRITSAR	bgv.amritsar@aaiaero	AAIAMRITSAR
6	CHANDIGARH	bgv.chandigarh@aaiaero	AAICHANDIGARH
7	JAIPUR	bgv.jaipur@aaiaero	AAIJAIPUR
8	JODHPUR	bgv.jodhpur@aaiaero	AAIJODHPUR
9	UDAIPUR	bgv.udairpur@aaiaero	AAIUDAIPUR
10	KHAJURAHO	bgv.khajura@aaiaero	AAIKHAJURAO
11	CATC ALLAHABAD	bgv.catc@aaiaero	AAICATC

12	SAFDARJUNG AIRPORT	bqv.safdarjung@aai.aero	AAISAFDARJUNG
13	VARANASI	bqv.varanasi@aai.aero	AAIVARANASI
14	DEHRADUN	bqv.dehradun@aai.aero	AAIDEHRADUN
15	RHQ-WR	bqv.rhqwr@aai.aero	AAIRHQWR
16	INDORE	bqv.indore@aai.aero	AAIINDORE
17	BHOPAL	bqv.bhopal@aai.aero	AAIBHOPAL
18	RAJKOT	bqv.rajkot@aai.aero	AAIRAJKOT
19	VADODRA	bqv.vadodra@aai.aero	AAIVADODRA
20	SURAT	bqv.surat@aai.aero	AAISURAT
21	AURANGABAD	bqv.aurangabad@aai.aero	AAIAURANGABAD
22	JUHU	bqv.juhu@aai.aero	AAIJUHU
23	NAGPUR	bqv.nagpur@aai.aero	AAINAGPUR
24	PUNE	bqv.pune@aai.aero	AAIPUNE
25	GOA	bqv.goa@aai.aero	AAIGOA
26	AHMEDABAD	bqv.ahmedabad@aai.aero	AAIAHMEDABAD
27	RHQ-ER	bqv.rhqer@aai.aero	AAIRHQER
28	GAYA	bqv.gaya@aai.aero	AAIGAYA
29	PATNA	bqv.patna@aai.aero	AAIPATNA
30	RANCHI	bqv.ranchi@aai.aero	AAIRANCHI
31	BHUBNESHWAR	bqv.bhubneshwar@aai.aero	AAIBHUBNESHWAR
32	RAIPUR	bqv.raipur@aai.aero	AAIRAIPUR
33	PORTBLAIR	bqv.portblair@aai.aero	AAIPORTBLAIR
34	BAGDOGRA	bqv.bagdogra@aai.aero	AAIBAGDOGRA
35	PAKYONG-SIKKIM	bqv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	bqv.rhqsr@aai.aero	AAIRHQ-SR
37	CALICUT	bqv.calicut@aai.aero	AAICALICUT
38	TRIVANDRUM	bqv.trivandrum@aai.aero	AAITRIVANDRUM
39	COCHIN-CIAL	bqv.cochin@aai.aero	AAICOCHIN
40	COIMBATORE	bqv.coimbatore@aai.aero	AAICOIMBATORE
41	MADURAI	bqv.madurai@aai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	bqv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI
43	HYDERABAD	bqv.hyderabad@aai.aero	AAIHYDERABAD
44	TRIPUTI	bqv.tripati@aai.aero	AAITRIPATI
45	VIJYAVADA	bqv.vijyavada@aai.aero	AAIVIJYAVADA
46	VISAKHAPATNAM	bqv.visakhapatnam@aai.aero	AAIVISAKHAPATNAM
47	BANGALORE	bqv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	bqv.mangaluru@aai.aero	AAIMANGALURU
49	RHQ-NER	bqv.rhqner@aai.aero	AAIRHQNER
50	AGARTALA	bqv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	bqv.dimapur@aai.aero	AAIDIMAPUR
52	DIBRUGARH	bqv.dibrugarh@aai.aero	AAIDIBRUGARH

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53	SILCHAR	bqv.silchar@aai.aero	AAISILCHAR
54	IMPHAL	bqv.imphal@aai.aero	AAIIMPHAL
55	GUWAHATI	bqv.guwahati@aai.aero	AAIGUWAHATI
56	KOLKATA AIRPORT	bqv.kolkata@aai.aero	AAIKOLKATA
57	CHENNAI AIRPORT	bqv.chennai@aai.aero	AAICHENNAI
58	CHENNAI PROJECT	bqv.chennaiproj@aai.aero	AAICHENNAI PROJECT
59	RAU-SAP	bqv.rausap@aai.aero	AAIRAUSAP

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Appendix-1 (Form-12)

Request Letter: Transmission of Bank Guarantee Cover Message (to be submitted by applicant to BG issuing banks)

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC00000007).

Dear Sir / Ma'am,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC00000007).

Thanking You,

(Vendor /Customer/Concessionaire)

Appendix-1 (Form-13)

Format of Bank Guarantee for Performance Security (Refer Clause 7.1 – Conditions of Contract)

To
Chairman, AAI
Rajiv Gandhi Bhawan
New Delhi – 110003.

1. In consideration of the Chairman, Airports Authority of India (the “AAI”), a statutory authority of the Government of India, is entrusted with the responsibility of creating, upgrading, maintaining and managing the civil aviation infrastructure in the country (hereinafter referred as the Authority”. Which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... Rupees.....) to the Authority for performance of the said Agreement. We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such

payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We,(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof on or within three months of the expiry of the Agreement.

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

APPENDIX-2 (Form-1)

(Unconditional Acceptance of AAI's Tender Conditions)

(On Applicant's letter head)

To

Asstt. General Manager (Engg-Civil)
Airports Authority of India,
B- Block, 3rd Floor, Rajiv Gandhi Bhawan,
Safdarjung Airport, New Delhi-110003.

ACCEPTANCE OF AAI'S TENDER CONDITIONS

Sir,

1. The Tender Document for“ **Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi** ” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have read the entire terms and conditions of the Tender Documents, Corrigendum and Reply to Query if any made available to me/us on e-tender portal of CPP which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender uploaded in Envelope-I. In case, any condition(s) are found in Envelope-I then Envelope-II i.e. Price Bid shall not be opened, or if any condition found in Envelope-II i. e. Price Bid the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit of entire Earnest Money Deposit.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate authority in AAI.
5. I/We agree that “If at any stage, any information/documents submitted by us are found to be false, we shall not be considered for evaluation and liable for debarment from tendering in AAI, apart from any other appropriate/Legal action, including termination of the contract shall be taken if discovered at a later stage.”.

Thanking you,

Yours faithfully,

Date:

(Signature of the tenderer)
With rubber stamp

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Airports Authority of India

Name of Work: Selection of Consultant for BIM (Building Information Modeling) management i/c supply & Installation of Software at CHQ, New Delhi

Contract No: AAI/CHQ/ENGG.-MIS/RFP/2022/02

Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u>						
(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 inclusive all taxes & duties but excluding GST In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT inclusive all taxes & duties but excluding GST in Rs. P	TOTAL AMOUNT inclusive all taxes & duties but excluding GST In Words
1	Architecture Engineering & Construction Collection IC Commercial New Single-user ELD Annual Subscription.	1.000	No.		0.00	INR Zero Only
2	BIM Collaborate Pro – Single User CLOUD Commercial New Annual Subscription.	10.000	No.		0.00	INR Zero Only
3	Training on Revit and BIM 360 software at Delhi. Period of the training shall be 01 week including providing 10 Nos. copies of user manuals.	1.000	Per Batch		0.00	INR Zero Only

Sl. No.	Item Description	Quantity	Units	BASIC RATE inclusive all taxes & duties but excluding GST In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT inclusive all taxes & duties but excluding GST in Rs. P	TOTAL AMOUNT inclusive all taxes & duties but excluding GST In Words
4	Providing BIM coordinator/ expert (01 no.) at AAI Head Quarter, New Delhi and visit the sites of ongoing/ upcoming AAI projects all over India, wherever, required and providing BIM related services as specified in the TOR (pg. no. 29 to 30).	12.000	Per Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				