

कार्य का नाम : गोवा हवाई अड्डे पर वीआईपी और सीआईपी लाउंज के लिए आंतरिक सजावटकार्यके डिजाइन और ड्राइंग के लिए आर्किटेक्चरल कंसल्टेंसी।

Name of work : Architectural Consultancy Services for Design & Drawing of Interior Decoration Works for VIP & CIP Lounge at Goa Airport.

कोटेशन आमंत्रण सूचना Notice Inviting Quotation



भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA

अभियांत्रिकी विभाग
गोवा अंतर्राष्ट्रीय हवाई अड्डा, गोवा – 403801



भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA

अनुक्रमाणिका/ INDEX

कार्य का नाम : गोवा हवाई अड्डे पर वीआईपी और सीआईपी लाउंज के लिए आंतरिक सजावटकार्यके डिजाइन और ड्राइंग के लिए आर्किटेक्चरल कंसल्टेंसी।

Sl. No.	PARTICULARS	PAGE NO.
1.	Cover Page	1
2.	Index	2
3.	Notice Inviting Quotation	3 - 6
4.	Term & Conditions	07 – 17
5.	Special Conditions	18
6.	Schedule “A”	19-20

This documents contains a total of 20 pages (serially numbered from 1 to 20), including the cover page and this page.

सहायक महाप्रबंधक (अभि-सि)-I
भा.वि.प्रा., गोवा हवाईअड्डा।



भारतीयविमानपत्तनप्राधिकरण
AIRPORTS AUTHORITY OF INDIA

कोटेशन आमंत्रण सूचना Notice Inviting Quotation

Ref. No. : AAI/GOA/AGM (E-C)-I/NIQ-3/2019

Date: 19.12.2019

To,

कार्य का नाम : गोवा हवाई अड्डे पर वीआईपी और सीआईपी लाउंज के लिए आंतरिक सजावटकार्यके डिजाइन और ड्राइंग के लिए आर्किटेक्चरल कंसल्टेंसी।

Name of work: Architectural Consultancy Services for Design & Drawing of Interior Decoration Works for VIP & CIP Lounge at Goa Airport.

Dear Sir,

1. Percentage rate quotations for appointment of Architectural Consultant are invited by the **Asst. General Manager (E-C)-I, AAI, Goa International Airport, Dabolim, Goa-403801** on behalf of Chairman, Airports Authority of India from the reputed Architectural consultants having adequate experience in executing Architectural & Interior Decoration consultancy for prestigious projects like Terminal Building/Lounges at Airports, Star Hotels (minimum three star),prestigious IT Buildings, Corporate office of repute or other prestigious Institutional Buildings for the work of “**Architectural Consultancy Services for Design & Drawing of Interior Decoration Works for VIP & CIP Lounge at Goa Airport**” for a period of **06Months**depending on the functional requirement of AAI. The approximate value of the work for which consultancy required is Rs. 80Lacs(approx.).
2. The application for the quotation shall be submitted **upto24.12.2019, 1230Hrs**

**Asst. General Manager (Engg-C)-I,
Airports Authority of India,
Goa International Airport,
Dabolim, Goa-403801**

3. Qualifying requirement of Architectural consultant-

- i. The consultancy firm should be registered with the Council of Architecture.
- ii. The consultancy firm should have Permanent Account Number (PAN).
- iii. GST undertaking on Rs.100 non judicial stamp paper covering the following:
 - a. That the consultant is registered under GST and compliant of GST provision. (GST number to be provided).
 - b. In case of non-compliance of GST provisions and blockage of any input credit, the consultant shall be responsible to indemnify AAI.
 - c. That all input credits have been passed on to AAI by the consultant.
- iv. Proof of work experiences having adequate experience in executing Architectural & Interior Decoration work consultancy for prestigious projects like Terminal Building at Airports, Star Hotels (minimum three star), prestigious IT Buildings, Corporate office of repute or other prestigious Institutional Buildings.
Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactorily completion of work. Firms showing work experience certificate from nongovernment/ non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having execution of said work.
- v. Company profile showing the details of professional including technical qualification.

4. You are requested to quote your offer against the items in **Schedule-A**

5. Blank quotation will be issued to agencies **upto 1800 Hrs on 26.12.2019**. Quotations shall be received by **Asst. General Manager (Engg-Civil)-I, Airports Authority of India, Goa International Airport, Dabolim, Goa-403801** upto **15.00 Hrs on 30.12.2019** and shall be opened at **15.30 Hrs** on the same day.

6. You are requested to inspect and examine the site for work and its surroundings and satisfy yourself before submitting your quotation as to the nature of the ground and the means of access to the site, the accommodation you may require, working conditions etc. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. Period of completion of the work is **06 Months** which shall be reckoned from the day of placing of the work order. In case the consultant fails to complete the work (as prescribed stage-wise) within the contract period and no justifiable reasons are found for the delay, the consultant shall be liable to pay compensation for delay @ 1% of the stage value of the consultancy fee per week of delay. However, the cumulative value of compensation for delay in various stages shall be subject to maximum of 10% of the total consultancy fee of the project. Time taken by Authority for approval of drawings, etc. force majeure reasons and any other reasons beyond control of the consultant shall be considered as justified reasons; decision of DGM (E-C), AAI, Goa Airport will be final and binding in this regard. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the Authority.

8. The quantity shown in **Schedule – ‘A’** may vary during actual execution of work. You shall carry out the work as per actual site requirement. ~~Increase in quantity of item or items of work shall be executed by you at the quoted rate upto a limit of 30% of individual item so that the total increase does not exceed more than 10% of the work order value.~~

9. On completion of work, item of work shall be jointly measured by you or your authorized representative and the Engineer-In-Charge, and entered into the measurement book ~~all, debris, unused materials etc. developed at the site during the course of execution of work shall be removed and the area shall be left clean by you as directed by the Engineer in charge without any extra cost.~~

10. **All quoted rates should be inclusive of Labour cess & all taxes excluding GST.** Income tax, labour cess or any other taxes etc as applicable shall be deducted at source and paid to the concerned departments.
11. Consultant shall be responsible to comply with the provisions of contract labour (Regulation and Abolition) act 1970 and contract labour (Regulation and Abolition) Central Rule 1971 and minimum wages act and rules thereof central and state Government.
12. On satisfactory completion of work, final bill shall be submitted by you to the Engineer in charge along with the following documents;
 - a) Your Final Bill
 - b) Measurement jointly signed by you and Engineer in charge.
 - c) Completion certificate issued by Engineer in charge.
13. Your running bills shall be processed for payment as per the Schedule of Payment described in Clause 6 /Page No. 11 after verifying the scope of work and stages completed by the consultant.
14. ~~The agency shall be responsible to make good and remedy at their own expense of any defect which may develop or may be notice within the defect liability period which shall be reckoned as 01 months from the certified date of completion.~~ Security deposit @10% of completion cost shall be deducted from the bills and the same shall be returned after successful completion of consultancy work i.e. Stage-5.
15. ~~Water, power supply and necessary tools and plants required for the work shall be arranged by the contractor. The power supply if taped from AAI source shall be charged as per AAI's approved rates. The amount shall be deducted from contractor's bills.~~
16. The agency has to take necessary precautions while working and shall co-operate with other working agencies during course of execution.
17. All the material used for the work shall be approved by the Engineer-in charge.
18. ~~The bidder/agency should submit the copies of vouchers of material utilized in the work, as desired by the Engineer in charge.~~
19. ~~The bidder / agency shall clear the site thoroughly of all materials and rubbish etc. left out of his work and dress the site around the building to satisfaction of the Engineer in charge before the work is considered as complete.~~
20. Any extra items (either schedule or non-schedule) that are necessary or advisable during the execution of work, are to be carried out by the consultant upto an amount of 10% of work order value. The rates for the extra items shall be payable at prevailing market rates as decided by EIC.
21. The work has to be carried out in highly secured and operational area in co-ordination with AAI's operational officials/EIC without causing any difficulties to the operations in the NITB.
22. Whole site of the work lies in restricted/operational as well as non-operational area. The consultant shall apply in writing in advance of the commencement of work for the issue of security passes and shall submit a list of the personal concerned and shall satisfy the Engineer in charge who shall, at his discretion have the right to recommend the issue of passes to control the admission of the consultant, his agents, his staff and workmen/workwomen. The cost of temporary passes/ photographs, if required, for the passes will be borne by the consultant. The consultant shall ensure that his men/ women will work in the area/zones allotted to them. Passes shall be deposited with the Engineer in charge on demand and in any case immediately after completion of work. The consultant, his staff and workmen/workwomen shall observe all the rules promulgated from time to time by the Authority e.g. prohibition of smoking and

lighting, search of persons on entry and exit, keeping to specified routes etc. Any person found violating the security rules laid down by the Authority will be expelled from the area without assigning any reason whatsoever and consultant shall have no comments on this account. There are restrictions on movements in operational area imposed by the AAI and the consultant shall abide by all the rules and regulation in this regard and shall acquaint and on his staff, thoroughly with the rules and regulations. Working in Operational area needs special permission and daily pass/ token system for labour, vehicles to enter inside the Airport area, also site in the critical zone will require NOTAM.

23. The quotation shall be valid for a period of 90 days from the date of opening as mentioned in para 5 above.

24. AAI reserves the right to accept or reject any or all quotations without assigning any reasons.

Encl:

- 1) Terms & Conditions
- 2) Schedule 'A'

**Asst. General Manager (Engg – C)-I
For and on behalf of the Chairman
Airports Authority of India,
Goa International Airport, Goa-403801.**

Signature of Consultant with seal & date

Architectural Consultancy Services for VIPs & CIP Lounge

(TERMS AND CONDITIONS)

1. SCOPE OF WORK :-

The scope of work for Architectural Consultancy Services for Design / Drawing of Interior Decoration is required to provide services in respect of the following:

1.1 The Architectural consultant shall depute a Architect/a team of Architects having atleast same qualifications and experiences for the work as agreed by the consultant in the technical bid data sheet.

1.2 The Architectural consultant shall be required to render all professional services in respect of Architectural, Engineering& Interior Decoration consultancy from concept to completion which broadly includes the following.

- a) Planning/ Layout planning
- b) Architectural Design
- c) Structural Design including Design of False Ceiling as per the requirement.
- d) MEP design (including Lighting design, HVAC, Acoustic design and signages)
- e) Interior Design of 02 Nos. VIP Lounges & 01 No. CIP Lounge and other ancillary areas of respective Lounges.
- f) AC, PA System, Fire alarm and Firefighting design

1.3 Concept Design based on inputs from client

- The Architectural consultant shall provide Architectural concept for a particular scheme (as per requirement of AAI) incorporating inputs from local heritage, art and culture with 3 options including concept drawings, walk through, indicative cost for all 3 options. The Architectural consultant shall make a presentation to Airport Director and his team of officials. The Consultant shall study the architectural intent designed for the existing terminal building/existing ancillary buildings/proposed ancillary buildings before conceptualizing the scheme.
- The Architectural consultant shall provide planning and design of interior work of existing VIPs & CIP Lounges i/c reception area & toilets, the interior work shall be based on concept based work in VIP/CIP walls, Door, window & partitions details, Flooring pattern / color Scheme, False ceiling, finishing details etc. i/c Toilet detail like toilet walls, painting, WC cubicles, plumbing and sanitary fittings/fixtures, plumbing and drainage layout and details etc as per the requirement, if any, internal EI work including layout of mains, sub main, group, circuit and point wirings within the area in line with the existing internal EI, artificial planters, Furniture & Upholstery, fittings/fixtures including ventilation system in rest rooms, as per the direction of Engineer-in-Charge.
- Planning and design of interior works of Airport VIP/CIP lounges including rest rooms, illumination levels in the lounges shall be selected as per relevant IS / NBC as applicable. The Lux level calculation along with lighting design and heat load calculation with HVAC design shall be submitted accordingly. The fixtures and AC equipment shall be selected in line with the interior finishes. The design of

interiors should be proposed keeping in view of the local architecture, places of tourist interests, history and heritage attached to that particular state/region. Design of AC System also to be included.

- The Architectural consultant shall also prepare the detailed estimate & ensure that
 - The tender drawing provides complete details.
 - That system design for all Electrical, Mechanical, Air conditioning, Plumbing and Sewerage systems has been done adopting current and Economical technology.
 - That the description of items adopted in BOQ is complete and without any ambiguity to avoid additional claims.
- The Architectural consultant will also offer their comments on detailed estimate considering present day technology, practice in the building industry, good engineering practice and alternative materials available in the market.
 - Preparation of Tender drawings, Tender Documentation, Technical Specifications, BOQ and detailed Cost estimates.
 - Preparation of Detailed design based on approved option.
 - If required submission of required no. of drawings and getting approvals.
 - Preparation of list of approved makes
- Any other work as required by the client-
 - Rendered Simulations.
 - Broad cost estimate
 - Report on green interior aspects
 - Report on material and color palette

1.4 Periodic inspection, atleast once a month and evaluation of Interior works with reference to design and drawings. Visit the site of work at regular intervals, once a month, and where necessary clarify, offer interpretation of the drawings/ specifications, attend conferences and meetings to ensure that the work proceeds generally in accordance to design and render advice on actions, if required.

1.5 Issue as built drawing including but not limited to

- Civil Work i/c Water Supply/ Plumbing details, Toilet detail etc.
- Furniture & Upholstery
- Electrical Work with Interior illumination i/c Electrical Fixtures & fittings details

2. SCHEDULE OF SERVICES :-

PRELIMINARY ARCHITECTURAL/CONCEPT DESIGN &DRAWING (STAGE 1):-

2.1 The Consultant shall prepare a preliminary scheme / conceptual interior design as directed by AAI from time to time for a particular scheme (during the contract period) and shall submit conceptual drawings incorporating all the requirements for a particular scheme and preparation of rough cost estimate for approval of Airports Authority of India.

APPROVAL OF ARCHITECTURAL/CONCEPT DESIGN &DRAWING (STAGE 2)

2.2 Submission of preliminary estimate based on the preliminary plan and design approved by Airports Authority of India. The preliminary estimate shall be supported with preliminary working drawings, sketches, specifications, schedule of quantities, market rate analysis for all the items supported with necessary quotations specially for bought out items. The preliminary estimate should be sufficient enough for obtaining the necessary approval from the Competent Authority of Airports Authority of India.

Airports Authority of India will scrutinize the working drawings with reference to the requirements and give the necessary approval. The Consultant will be fully responsible for the adequacy, accuracy for the working drawings, even after obtaining approval from Airports Authority of India.

CONSTRUCTION DRAWINGS& DETAILED ESTIMATE FOR CALL OF TENDER (STAGE 3):-

2.3 The consultant shall submit the detailed drawings, detailed estimate for the items finalized in the preliminary estimate by Airports Authority of India.

- The Consultant shall prepare detailed estimate for various component of works described in the Scope of work.
- The detailed estimate shall be based on approved design and drawings.
- The items included in the schedule of quantities shall be based on the market rate analysis along with supporting price lists / rate tenders.
- The detailed estimate shall contain detailed measurement sheet of quantity estimation of each item.
- Along with detailed estimate, Consultant will submit technical specifications of the items, for which market analysis are done.
- After scrutiny of the estimate by AAI, Consultant shall submit final estimate after incorporating the observations of AAI.

CONSTRUCTION/EXECUTION STAGE (STAGE 4):-

2.4 Approve samples of various elements and components & Visit the site of work at intervals mutually agreed upon to inspect and evaluate the construction works and whenever necessary, provide clarifications, offer interpretation of the drawings/submit revised drawings if required, specifications, attend conferences/ meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep AAI informed and render advice on actions, if required.

- Submission of GFC drawings
The consultant shall submit all the good for construction drawings (GFC) showing all the details.
- During execution of work:
The Consultant may be required to review the drawings during execution of work as per site conditions or requirement of AAI. The Consultant and his associate shall carry out the same within the reasonable period fixed by the Engineer-in-charge, whose decision shall be final and binding on the Consultant and nothing extra shall be payable on this account.

Consultant shall approve samples of various elements and components during execution.

The Consultant shall be part of the team finalized by Airports Authority of India to do the market Survey, selection of suitable material, wherever necessary.

COMPLETION (STAGE 5):-

2.5 Prepare and submit two sets of “As-built drawings” along with maintenance details and schedule.

3. PROFESSIONAL FEE:-

3.1 Any tax levied by law such as GST etc. contingent to professional services rendered by the Architectural / Consultant, shall be payable by the Client, over and above the gross fees charged by the Architectural / Consultant, in relation to the services provided.

4. SITE VISITS:-

4.1 During execution, the Consultant shall visit atleast twice to ensure that the work is being executed in accordance with drawings and designs, finalized and also to ensure that no ambiguity or lack of details in design or drawings causes delay at execution stage. No extra payment shall be made to visit the site or client's office for attending meeting etc. for completion of the services assigned (till their approval) in the schedule of services, Stage 1 to 3 (minimum 02 visits).

4.2 Adequacy of Design: The services to be rendered by the Consultant shall be based on relevant IS codes and sound Engineering practices. The structural designs wherever required and drawings have to be made by qualified engineers. The Consultant shall be fully responsible for adequacy, accuracy and quality of entire services performed under this Agreement and shall guarantee that the services performed by him and his associates shall be in accordance with the accepted standards of safety environment and public health. The Consultant shall be solely responsible for the adequacy of the structural design if any, and safety of the structure.

5. TIME SCHEDULE:

The Architect / Consultant shall, in consultation with AAI, prepare a Time Schedule in respect of various services to be rendered and discharge of AAI's obligation.

The consultant has to complete up to stage 3 as given below within 21 (Twenty One) Days after issue of work order.

Stage	Description of work	Period of completion
Stage I	Concept Design & Rough cost estimate	10 (Ten) days from the date of instructions from AAI for a particular scheme (after award of the consultancy work).
Stage 2	Preliminary design, Drawings and preliminary estimates	10 (Ten) days from the date of approval of concept design by AAI.
Stage 3	Detailed working drawings, specifications, schedule of quantities sufficient to prepare cost estimate.	10 (Ten) days from the date of approval of preliminary estimate by AAI.
Stage 4	Submission of detailed drawings (GFC) required for commencement of work	10 (Ten) days after completion of stage-3
Stage 5	Submission of two sets of as built drawings after completion of works.	15 (Fifteen) days after the actual completion of work.

6. SCHEDULE OF PAYMENT:-

6.1 The Consultant shall quote only a fee in percentage of approved estimated or executed cost, whichever is lower (in Indian National Rupees) for the work in the space shown in Schedule of quantities. The Architect / Consultant shall be paid professional fee in the following stages consistent with the work done plus other charges and reimbursable expenses as agreed upon. Payment made to the Consultant shall be on account and shall be adjusted against the final bill payable.

(i) On completion of Stage 1 & 2	- 30 % of the total fees payable for a particular scheme.
(ii) On completion of Stage 3	- 50% of the total fees, less payment already made at 1 to 2.
(iii) On completion of Stage 4 a) On completion of 25% of the work including undertaking of the visits and supervising the work, as mutually agreed. b) On completion of 50% of the work including undertaking of the visits and supervising the work, as mutually agreed. c) On completion of 100% of the work including undertaking of the visits and supervising the work, as mutually agreed.	- 70% of the total fees, less payment already made. - 80% of the total fees, less payment already made. - 95% of the total fees, less payment already made.
(iii) On completion of Stage 5 Prepare and submit two sets of "As build drawings".	- 100% of the total fees, less payment already made.

7. CLIENT'S ROLE AND RESPONSIBILITIES:

AAI shall discharge all his obligations connected with the project and engagement of the Architect Consultant, as follows:

7.1 To provide detailed requirement of the project.

7.2 To provide existing site plan, to a suitable scale showing existing physical features, existing structures etc. In case such information is not readily available, AAI shall provide the necessary information.

7.3 To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.

7.4 To give effect to the professional advice of the Architect / Consultant and cause no changes in the approved drawings, specifications, details without the consent of the Consultant.

7.5 To pay Architect / Consultant's bills within one month of its submission.

8. EXECUTION OF THE ASSIGNMENT:

8.1 The Architect / Consultant shall keep the Client informed about the progress of work in his office.

8.2 The Architect / Consultant shall be responsible for giving proper directions and periodic inspections and evaluation of the work entrusted to them.

8.3 The Architect / Consultant will advise AAI on the time schedule (bar chart) prepared by the contractors for the completion of the work.

8.4 The Architect / Consultant shall supply to AAI, free of cost, up to six sets of working drawings at different stages i.e. excluding conceptual and other preliminary drawings.

8.5 The Architect / Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of AAI.

8.6 Any professional services to be rendered by the Architect / Consultant at the stance of AAI, after the agreed project completion period, shall be compensated for on mutually agreed terms.

8.7 The Architect / Consultant shall exercise all responsible skill care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with conditions of contract.

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

8.9 The charges of professional services shall be paid to the extent of services rendered by the Architect / Consultant in accordance with the schedule of payment. AAI reserves the right to restrict the scope of work / services and in the event of non-execution of the scheme; the payment shall be restricted upto full executed stage (for Stage 1, 2 & 3) by the Architect / Consultant. Part stage executed, if any, shall not be paid in respect of stage 1, 2 & 3.

9. INDEMNIFICATION:

In the event that a claim of suit is brought against Architect / Consultant or AAI by any third party for the damages arising from personal injury or property damage caused wholly by AAI, or anyone employed by the AAI, or anyone whose acts AAI may be held responsible, AAI shall indemnify the Architect Consultant and fully reimburse any loss, damage or expenses, including the Attorney's fees which the Architect / Consultant may incur in connection therewith.

10. CHANGES AND ADDITIONS:

AAI shall have the right to request Consultant in writing to make any changes, modification, and/or additions in the design to improve upon the functionality of the building/ reduction in the cost. Such changes shall be applicable only till the finalization of tender document.

11. PATENTS:

11.1 No patented or patent pending articles, methods, or devices shall be used or supplied in connection with the work or incorporated in the work without the prior written approval of AAI, if the terms of purchase involve or require the payment of license fee or royalty in addition to the purchase price, and do not contain patent indemnification in a form satisfactory to AAI.

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

12. OWNERSHIP OF COPYRIGHT:

The architectural drawings are intellectual property of the Architect / Consultant. Irrespective of the fact whether the Architectural Design is implemented or not by AAI the Architect will reserve the copyright of the drawings, specifications, explanatory details, models prepared i.e. it cannot be used for any other location. AAI shall retain the Architect / Consultant's models and copies of drawings, specifications, presentations, computer simulation, presentation, drawings and other documents for its information and use in connection with the project.

All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with AAI. AAI as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project or any other project.

AAI shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the services to be provided by the Consultant.

13. SUBLETTING OF THE WORK:

Subletting full or part of the work by the consultant is not permissible for this work.

14. FORCLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

14.1 Consultant shall submit his bill after obtaining approval for the services rendered by him. Authority has the right to foreclose/close of the contract/ postpone the work on completion of certain stages for any reason(s) whatsoever. However, consultant will be paid only for those stages which have been completed by him and approved by Authority. No money will be paid to the consultant for unfinished stages of work for which Authority's written consent to start has not been obtained. In the event of foreclosure of the agreement at any stage, the consultant will not have any claim for the unfinished stages except already finished and accepted and approved by Authority.

14.2 If any time after acceptance of the contract, Authority shall decide to abandon or reduce the scope of work(s) for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to the consultant and consultant shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the work(s). Authority also reserves the rights to recover the unadjusted amount due from the consultant from any other payment due to the Consultant.

15. RESCINDING OF CONTRACT OR TERMINATION OF AGREEMENT:

15.1 Agreement between the Architect / Consultant and AAI may be terminated by either one, by giving the other a written notice of not less than 30 (thirty) days. The party who is found to be deficient in the discharge of his duties, shall not have any right to terminate the contract.

15.2 When termination of this agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect / Consultant, the Architect / Consultant shall be entitled to professional fees as stipulated under schedule of payment as per clause 6.

15.3 In the event of Architect / Consultant's firm closing its business or AAI having terminated the agreement, AAI shall have the right to employ another Architect / Consultant to complete the work, after taking action at the risk and cost of previous Architect / Consultant.

15.4 In the event of failure on the part of the consultant to complete their work on time or to the complete satisfaction of Engineer-in-Charge or in the event of committing a breach of any one or more of terms and conditions of the agreement, the AAI shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 30 days and the event of such termination consultant shall be liable to refund the excess payment if any made to him over and above what is due to him on the date of termination and AAI will be entitled to make full use of all or any of the drawings and technical details prepared by the consultant. In such case, AAI shall have power to engage another firm to carry out the balance work debiting the consultant the excess amount if any so spent subject to a maximum of 10% of the total fees which could have been paid. Consultant shall have to pay to AAI on demand of such excess expenditure within 30 days of issue of notice failing which consultant firm shall be debarred from consultancy jobs of AAI in future. AAI also reserves the rights to recover the unadjusted amount due from the consultant from any other payment due to consultant.

16. FORCE MAJEURE:

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

16.2 For such wars, insurrections, riots, earthquakes, storms, floods (excluding due to monsoon), explosion or fires not caused by negligence, lightening, acts of God, epidemics or the public enemy which is of such nature as to delay, curtail or prevent timely action by either party.

16.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable, as aforesaid, thereby shall notify the other party in writing by registered notice within 72 (seventy two) hours of the alleged beginning and ending thereof. The Notice shall be followed by a Certificate from local Chamber of Commerce or the Statutory Authority as satisfactory evidence in support of the claim within 15 days of occurrence and cessation of such Force Majeure conditions.

16.4 Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such causes lasts.

16.5 If works are suspended by the force majeure conditions lasting for more than two months, AAI shall have the option of canceling this Contract in whole or part thereof, at its discretion.

17. DISPUTE RESOLUTION:

17.1 Dispute Resolution Mechanism

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings, scope, duties and responsibilities of the Contractor, instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

I. Through Dispute Resolution Committee:

Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Member (Planning), Airports Authority of India.

- i) If a dispute of any kind, whatsoever, arises between the procuring entity and Consultant in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by Member(Planning), AAI.
- ii) DRC, thus constituted may act as 'conciliator and will be guided by principles of 'conciliation' as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the

dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

- iii) DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and contractor.
- iv) Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

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

II. Adjudication through Arbitration:-

- a) Except where the decision has become final, binding and conclusive in terms of Sub Para (I) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Planning) / Member (Operation)/Chairman, AAI [If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor]
- b. It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor will be deemed to have been waived and absolutely barred and AAI shall be discharged and released of all liabilities under the contract in respect of these claims.
- c. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.
- d. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended by the arbitration and conciliation (Amendment) Act, 2015 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply

to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

18. SPECIAL CONDITIONS OF CONTRACT

18.1 Co-ordination with AAI

- All co-ordination for the Architectural consultancy work shall be done with the office of Asst. General Manager (Engg-Civil)-I, Airports Authority of India, Goa International Airport, Dabolim, Goa-403 801.

18.2 Payment Terms

Security Deposit

During the course of work, 10% of the consultancy fees in RA Bills will be withheld towards security deposit. Security deposit for a particular scheme will be refunded on submission of as built drawing for that particular scheme.

18.3 Compensation for Delay

In case the consultant fails to complete the work (as prescribed stage-wise) within the contract period and no justifiable reasons are found for the delay, the consultant shall be liable to pay compensation for delay @ 1% of the stage value of the consultancy fee per week of delay. However, the cumulative value of compensation for delay in various stages shall be subject to maximum of 10% of the total consultancy fee of the project. Time taken by Authority for approval of drawings, etc. force majeure reasons and any other reasons beyond control of the consultant shall be considered as justified reasons; decision of DGM (E-C), AAI, Goa Airport will be final and binding in this regard. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this or any other contract with the Authority.

18.4 Employee Provident Fund Act and misc. provisions.

Contractor shall comply with all the provisions of the Employees Provident Fund and Misc. provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under any violation in this regard, shall be the responsibility of the Contractor. In case of any complaint of the employee, the AAI reserve the right to withhold 1% of the total amount of work done during the period considered, for any type of the dues of the contractor with Govt.

13.4 Taxation

- While submitting the Financial Proposal, the Bidder shall ensure the following: All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, air fare, printing of documents, all other activities specified in the bid document etc. to complete the schemes projected as per the functional requirement by AAI from concept to commissioning. All payments shall be subject to deduction of taxes at source as per applicable laws.
- The Consultancy fees quoted by the Consultant shall be deemed to have included all such taxes except applicable Goods and Service Tax (Liability to pay Goods and Service Tax shall be on service provider (consultant). Consultant shall raise Goods and Service Tax invoice along with their regular invoices. The invoice should clearly mention their Goods and Service Tax registration number. AAI shall release payment to SUCCESSFULL BIDDER along with their regular invoices with applicable Goods and Service Tax, as per payment schedule and accordingly no separate claim in this regard whatsoever shall be entertained by AAI.
- In case of any increase in statutory taxes after award of consultancy contract, same shall be reimbursed by AAI of submission of documentary evidence of deposition of such taxes by the contractor.
- The Consultant and the Personnel shall pay the Indian Income taxes, levied under the Applicable Law and AAI shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Contract price is deemed to have included such amounts.

AIRPORTS AUTHORITY OF INDIA, GOA AIRPORT, GOA.

SCHEDULE 'A' (Conditions and guidelines)

1. The Architectural consultant shall provide Architectural concept for a particular scheme (as per requirement of AAI) incorporating inputs from local heritage, art and culture with 3 options including concept drawings, walk through, indicative cost for all 3 options. The Architectural consultant shall make a presentation to Airport Director and his team of officials. The Consultant shall study the architectural intent designed for the existing terminal building/existing ancillary buildings/proposed ancillary buildings before conceptualizing the scheme. Consultancy fee for the works broadly classified into the components as detailed below:

- a. Planning and design of interior work of existing VIPs & CIP Lounges i/c reception area & toilets, the interior work shall be based on concept based work in VIP/CIP walls, Door, window & partitions details, Flooring pattern / color Scheme, False ceiling, finishing details etc. i/c Toilet detail like toilet walls, painting, WC cubicles, plumbing and sanitary fittings/fixtures, plumbing and drainage layout and details etc. as per the requirement, if any, internal EI work including layout of mains, sub main, group, circuit and point wirings within the area in line with the existing internal EI, artificial planters, Furniture & Upholstery, fittings/fixtures including ventilation system in rest rooms, as per the direction of Engineer-in-Charge.
(The Consultant shall study the architectural intent designed for the existing terminal building/existing ancillary buildings/proposed ancillary buildings before conceptualizing the scheme for addition/alteration/modification of existing toilets in VIP/CIP Lounges.)
- b. Planning and design of interior works of Airport VIP/CIP lounges including rest rooms, illumination levels in the lounges shall be selected as per relevant IS / NBC as applicable. The Lux level calculation along with lighting design and heat load calculation with HVAC design shall be submitted accordingly. The fixtures and AC equipment shall be selected in line with the interior finishes. The design of interiors should be proposed keeping in view of the local architecture, places of tourist interests, history and heritage attached to that particular state/region. Design of AC System also to be included.
- c. The Architectural consultant shall also prepare the detailed estimate & ensure that
 - The tender drawing provides complete details
 - That system design for all Electrical, Mechanical, Air conditioning, Plumbing and Sewerage systems has been done adopting current and Economical technology.
 - That the description of items adopted in BOQ is complete and without any ambiguity to avoid additional claims.
- d. The Architectural consultant will also offer their comments on detailed estimate considering present day technology, practice in the building industry, good engineering practice and alternative materials available in the market.
 - Preparation of Tender drawings, Tender Documentation, Technical Specifications, BOQ and detailed Cost estimates.
 - Preparation of Detailed design based on approved option.
 - If required submission of required no. of drawings and getting approvals.
 - Preparation of list of approved makes
- e. Any other work as required by the client-
 - Rendered Simulations.
 - Broad cost estimate
 - Report on green interior aspects
 - Report on material and color palette
- f. Periodic inspection, atleast once a month during execution and evaluation of Interior works with reference to design and drawings. Visit the site of work at regular intervals, once a month, and where necessary clarify, offer interpretation of the drawings/ specifications, attend conferences

and meetings to ensure that the work proceeds generally in accordance to design and render advice on actions, if required.(Total visit 06 Nos. considered, 03 during Stage 1 to 3 & 03 Nos. visit during execution of work)

- g. Issue as built drawing including but not limited to
- Civil Work i/c Water Supply/ Plumbing details, Toilet detail etc.
 - Furniture & Upholstery
 - Electrical Work with Interior illumination i/c Electrical Fixtures & fittings details

The fee offer will be exclusive of GST. The consultancy shall be complied with GST prices applicable from time to time. The bidder has to quote the percentage as job basis arising from time to time in the price schedule.

PRICE SCHEDULE

Sl. No.	Description	Quantity	Unit	Consultancy Charges in (%) GST excluding GST	Percentage in words
1	Consultancy fee for the works detailed in schedule A/Page -19-20	1.00	Job		

Note:

- 1) The BOQ is only indicative and bidders should consider scope of work as mentioned in the tender document before quoting their rates.
- 2) The percentage quoted will be applicable to works assigned from time to time during the period of contract.
- 3) Conditional and part/ incomplete quote in financial bids shall be rejected.
- 4) Complete Quotation Document may be referred before quoting the rates.
- 5) Consultancy Charges to be quoted in percentage excluding GST. GST shall be reimbursable on submission of documentary proof of payment as per statutory provision.

Date:

**Signature of Tenderer / Authorized Signatory
(With Company Seal)**

