



भारतीय विमानपत्तन प्राधिकरण

पश्चिमी क्षेत्र कार्यालय, मुंबई

Bid Document and Buyer Added Bid Specific ATC

FOR

Provision of Valuation of permanent Land transferred to (i)MCGM for DP Road from A to B and (ii)MMRDA for Nanavati Metro Station construction (Metro 2B station).

(Note: Bidder shall upload this document duly filled-in, stamped and signed as part of 'additional doc1' option in the GeM portal)

Bid Manager:

Designation: JE(AOS)-LM

Contact No.: 022 – 2921 7628

E-mail Id: landwr@aai.aero

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NOTICE INVITING E-BID

1. Bids, in two bid systems, are invited by the Joint General Manager LM, RHQ-WR, AAI on behalf of Chairman, Airports Authority of India (AAI), for **Provision of Valuation of permanent Land transferred to (i)MCGM for DP Road from A to B and (ii)MMRDA for Nanavati Metro Station construction (Metro 2B station)** through GeM Portal.

2. Details of the work:

a)	Name of Work	Provision of Valuation of permanent Land transferred to (i)MCGM for DP Road from A to B and (ii)MMRDA for Nanavati Metro Station construction (Metro 2B station)
b)	Estimated Cost	Rs. 133694/- (Rupees One Lakh Thirty Three Thousand Six Hundred and Ninety Four Only) [Inclusive of GST]

3. The bidders shall submit their bids only through Gem portal <https://gem.gov.in/> following the instruction provided in the Bid document for online submission of bids.

4. Eligibility Criteria: -

- (i) The bidder shall be the Registered Government Approved Valuer .
- (ii) Bidder firm shall submit an undertaking stating its firm or its partners or its Directors **have not been blacklisted** 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. **(Annexure-IV to be submitted on company letterhead)**.
- (iii) **Work Experience Criteria:** The bidder should have successfully executed in last three years, orders for Valuation of Land in Government Departments or Public Sector Undertakings or reputed Private Sectors within India, meeting the following value criteria:

N	Details	Amount
1	One order of value more than or equivalent to 80% of the estimated cost	Rs 106955/-

Bidder must submit Work Order / Purchase order with Date and amount of executed work for claiming work experience criteria.

In case Bidder is claiming work experience for the works executed in private firm, TDS certificate for the work done in private firm may be submitted.

(iv) Past Performance/Work Completion Certificate:

Bidder must submit performance/experience certificate in respect of the works claimed against experience as mentioned under Para (vii) above. These certificates should be issued by the end-user agencies for whom the works have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following:

- a. Value of order or contract,

- b. Scope of order or contract,
 - c. Order or Contract No., Award date,
 - d. Experience certificate indicating that the performance of the supplied & installed active network components and network solution is satisfactory
- (v) **Annualized Average Financial Turnover:** Bidder should have annualized average financial turnover of at least 30% of the estimated cost (**Rs. 1,00,000/-**) or equivalent during last 3 years ending 31st March of previous financial year. As a proof of financial turn over, copy of audited Balance Sheet (**certified by Chartered Account having UDIN issued by ICAI**) along with profit & loss account of the bidder for the last three years should be submitted. UDIN of certifying CA shall be clearly visible on the stamp/sign placed on the submitted documents. **The documents submitted by bidders without UDIN shall not be entertained.**

(VI) Scope of Work:

- I. Determining the Fair Market Value (FMV) as on 01.04.2001 and Fair Market Value (FMV) as on date of sale i.e. 01.08.2024 regarding AAI land transferred to MCGM to MCGM for DP Road from A to B having tentative area of 9,296.40sqm of AAI land to be permanently transfer to confirm taxability of same under IT Act and filling of tax audit and ITR with bifurcation as under: -**

- a) CTS No. 199 of Village Andheri West, Taluka - Andheri, Mumbai Suburban District admeasuring 9296.40sqm.**

and

- II. Determining the Fair Market Value (FMV) as on 01.04.2001 and Fair Market Value (FMV) as on date of sale i.e.19.02.2024 regarding AAI land transferred to MMRDA for Construction of Nanavati Metro Station related to Metro Line 2B having tentative area as under:**

- a) Permanent land for Entry / Exit structure of Nanavati Hospital Metro Station - 277.056sqm.**
- b) Permanent land for viaduct portal pier - 9.811sqm.**
- c) Airspace for Entry/Exit structure of Nanavati Hospital Metro Station- 161.366 sqm**
- d) Temporary land for Entry/Exit structure of Nanavati Hospital Metro Station- 62.51 sqm**

SECTION-A: GENERAL INFORMATION AND GUIDELINES

1 Purpose and Scope of Bid ATC Document

This document sets out the terms and conditions, general and qualitative requirements to be met for **Provision of Valuation of permanent Land transferred to (i)MCGM for DP Road from A to B and (ii)MMRDA for Nanavati Metro Station construction (Metro 2B station).**

2 Bid specific ATC Document

- a. The document consists of two Sections. The bidder should go through all these sections (Section A – General Information and Guidelines; Section B – General Terms & Conditions of the document and must comply with each clause of all the sections.
- b. The instructions given in the bid document are binding on the bidder and submission of the bid will imply unconditional acceptance of all the terms & conditions by the bidder.

3 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iii. The beneficial owner for the purpose of (ii) above will be as under:
 - 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
 - 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under 1) or 2) or 3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and

any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- v. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Bidders shall comply to above bid clauses under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and submit undertaking as per **Annexure-VII**.

Declaration: The General Information and Guidelines under Section –A of the Buyer Added Bid Specific ATC Document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder

Name:

Telephone:

E-mail:

Stamp:

SECTION-B: GENERAL TERMS & CONDITIONS

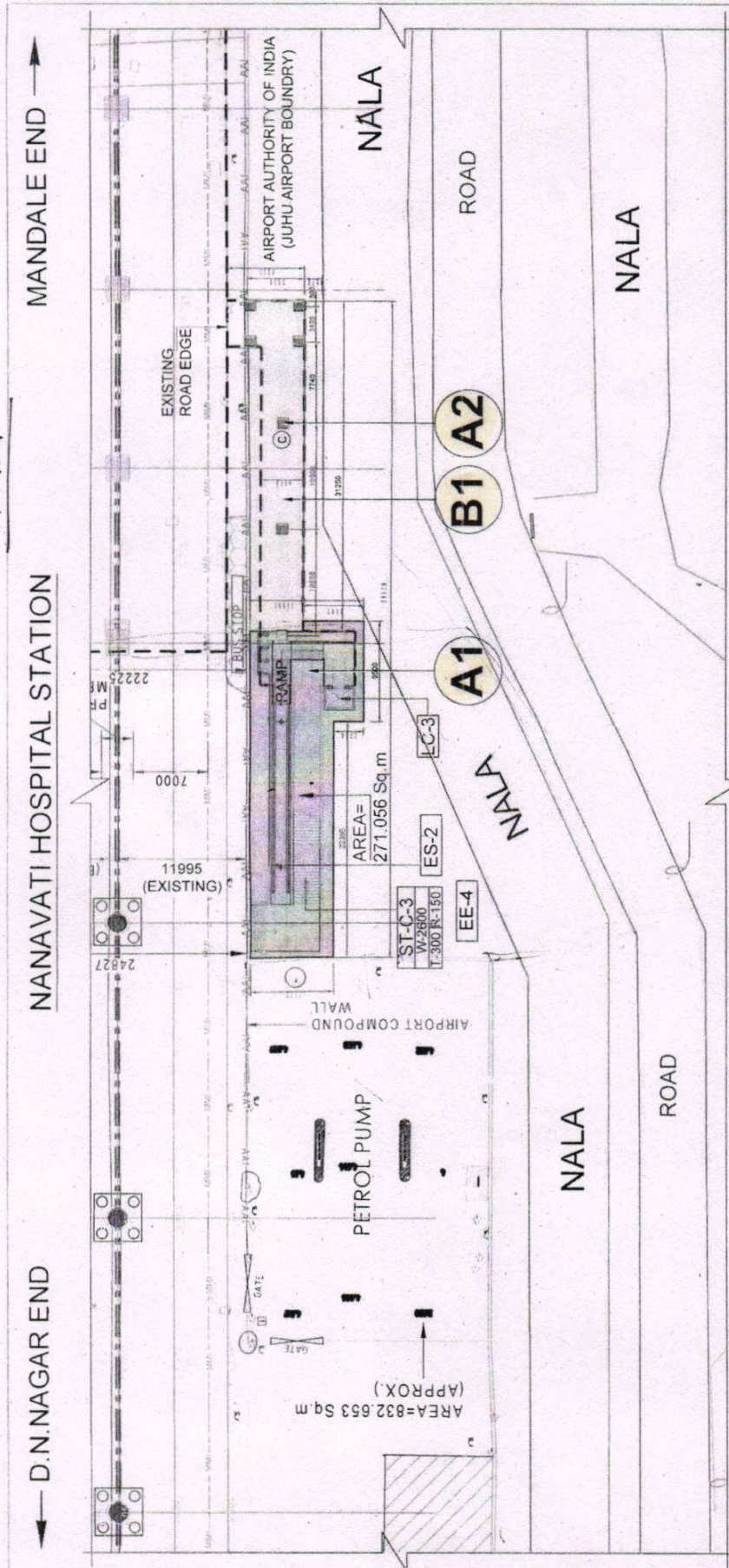
Sl. No.	Requirements
1	Time Schedule
1.1	Work shall be completed within 2 days after award of Work Order.
2	Right to Accept or Reject the Tenders
2.1	The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
2.2	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 and forfeit the Earnest Money Deposit. AAI reserves the right to debar such bidders to participate in future Tender.
2.3	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing are liable for rejection.
2.4	Should a bidder have a relation or relations employed in the capacity of an officer of AAI, the authority inviting tender 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 and forfeit the Earnest Money Deposit.
3	Termination of Contract at Purchaser's Initiative
3.1	The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 30 days' notice in writing to the Supplier of their decision to do so.
3.2	The supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.
4	Force Majeure
4.1	AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms, etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidders factory. The successful bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures:

4.1.1	That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing as per (Annexure-XI) that the Bidder considers himself entitled to an extension of the time limit.
4.1.2	That the Successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
4.1.3	That the Successful Bidder proves that the said conditions have actually been interfered with the carrying out of the Contract.
4.1.4	That the Successful Bidder proves that the delay occurred is not due to his own action or lack of action.
4.1.5	Apart from the extension of the time limit, force majeure does not entitle the successful bidder for any relaxation or to any compensation of damage or loss suffered.
5	Arbitration and Laws
5.1	Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists. The Regional Executive Director, AAI, RHQ, WR, Mumbai shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be in Mumbai, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
5.2	Indian laws shall govern this contract.
6	Payment Terms
6.1	Payment for Supply, Installation, Testing, Commissioning Work a) 100% payment of the purchase order value shall be made upon successful completion of the work
7	Termination
7.1	AAI can cancel the complete contract or any part/parts thereof by giving a notice of 30 days in advance. However, the contract may be cancelled with immediate effect on security grounds or on an urgent operational ground.

Declaration: The General Terms and Conditions under Section -B of the Buyer Added Bid Specific ATC Document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder

Name :
Telephone :
E-mail :
Stamp :



NANAVATI HOSPITAL STATION (EE-4)
LAND ACQUISITION PLAN (PROPOSAL)

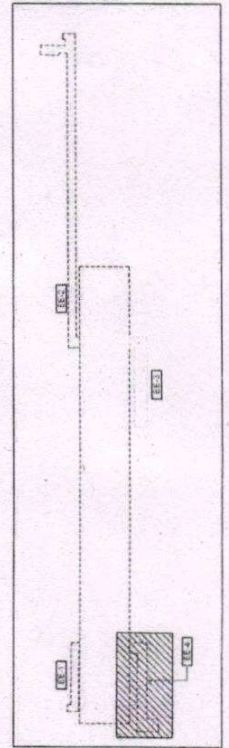
SCALE-1:500

α-Glc

1

LAND REQUIREMENT AREA CALCULATION (ENTRY/EXIT-4) IN AAI LAND				
SR NO	LAND PARCEL	PERMANENT AREA REQUIRED IN SQ.M	REMARKS	
A	A1	271.056	REQUIRED FOR ENTRY STRUCTURE	
A	A2	06.000	REQUIRED FOR ENTRY STRUCTURE COLUMNS	
	TOTAL	277.056		
B	B1	161.366	AIR SPACE (CONNECTING FOB)	

-- STATION BOX LINE
 -0- CARRIAGE WAY WIDTH AS PER MINI PROPOSAL
 -A- AIRPORT AUTHORITY OF INDIA
 (JUHU AIRPORT BOUNDARY)
 (C) COLUMN
 [B] AIR SPACE (CONNECTING FOB)
 [A] LAND REQUIREMENT PERMANENT



KEY PLAN

Annexure-I

UNCONDITIONAL ACCEPTANCE LETTER

(To be uploaded in Technical Bid)

To,

The General Manager (CNS),
Western Region,
Airports Authority of India,
Mumbai Airport,
Mumbai – 400099

Sub: Acceptance of Terms & Conditions of Bid

Dear Sir,

1. The Bid document for the works/supply mentioned above 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 Bid document downloaded from GeM portal, 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 bid conditions of AAI's bid document in its entirety for the above works and also certify that I / We have not made any alteration in AAI bid.
3. It is clarified that after unconditionally accepting the bid conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any). In case any provisions of this bid are found violated after opening the technical bid, I / we agree that the bid shall be rejected

UNDERTAKING /DECLARATION

(To be submitted on Company's letter head)

I/We, (_____) hereby declare that the documents submitted/enclosed for the Bid are true to the best of my/our knowledge and belief. I/We further undertake that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against me/us as deemed fit by AAI.

Place:

Date:

Signature
Authorized Signatory of the Contractor/Firm

Note: If any of the supporting documents is submitted in any language other than English, a self-attested English Version shall be submitted along with the respective document.

UNDERTAKING FOR BIDDER FINANCIAL STANDING
(On Company Letter Head)

I hereby undertake that our firm (Company Name) is not under liquidation, court receivership, or similar proceedings and not bankrupt.

Yours faithfully,

(Name and Signature)
(Name of the Company with stamp)

Date: _____

Undertaking w.r.t Not blacklisted

(To be submitted on Bidder's Letter Head)

I/We_____ having our office at_____ declare that I/we/our firm is neither black listed nor have a pending case or pending complaint of irregularity 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. If the aforesaid claim is found to be wrong or I/we/our firm is blacklisted by any of these agencies during the bid evaluation process, then our bid is liable to be rejected at that stage.

Signature:

Name:

Designation:

Name of the Agency:

Address of the firm:

Seal of firm:

UNDERTAKING REGARDING GST PROVISIONS

To be submitted in Technical bid

- 1) That we are registered under GST with GSTIN no. and complaint of GST Provisions.
- 2) In case of non-compliance of GST provisions and blockage of any input credit, we shall be responsible to indemnify Airports Authority of India.
- 3) That all input credit will be passed on to AAI by us.

Yours Faithfully,

(Signature of the Bidder)

Bank Account Details

Name of the supplier / vendor :
PAN No :
Name of the bank :
Name of the branch :
Complete address of bank :
A/C of beneficiary :
Type of account :
Core Banking Account No. In full :
IFSC code of the bank :
GST Registration No. :

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE BIDDER

OFFICIAL SEAL _____

Date _____

Undertaking w.r.t GFR Circular (Restrictions under Rule 144 (xi))

(To be submitted on Bidder's Letter Head)

To,
The Joint General Manager (LM),
Western Region,
Airports Authority of India
Mumbai Airport, Mumbai-99

Sub: Undertaking in reference to GFR Circular (Restrictions under Rule 144 (xi))

Dear Sir,

In reference to GFR Circular Number F.No. 6/18/2019-PPD dated 23/07/2020 issued by Ministry of Finance, (Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017),

- i. I undertake that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that my bidder firm is not from such a country and is eligible to be considered."
- ii. I undertake that "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I certify that my bidder firm is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with Competent Authority. I hereby certify that my bidder firm fulfils all requirements in this regard and is eligible to be considered."

Yours Sincerely,

Date:

(Authorized Signatory with Stamp)

Name & Address of the Bidder _____

Telephone & Fax Nos. _____

Mobile & e-mail address _____

FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE

To
The Joint General Manager (LM),
Western Region,
Airports Authority of India,
Mumbai Airport,
Mumbai – 400 099

Subject: Intimation regarding Force Majeure Case

Sir,
Pursuant to Clause No. 10, SECTION-B – FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Leader)

Enclosures: Evidence of the occurrence of the Force Majeure case (..... sheets)