



**ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION  
LIMITED**

**(A Govt. of Andhra Pradesh Undertaking)**

**Request for Proposal (RFP)**

**Vehicles and Equipment Hire Services  
For  
Kurnool Airport, Andhra Pradesh**

***Notice No. APADCL/2019/Kurnool/03 (2<sup>nd</sup> Call),  
Dated:21/09/2019***

**Managing Director & CEO**

**Andhra Pradesh Airports Development Corporation Limited,  
1<sup>st</sup> Floor, Block A, Anjaneya Towers, Ibrahimpatnam,  
Vijayawada, Andhra Pradesh - 521456.**

**DISCLAIMER**

The information contained in this tender document (hereinafter referred to as “Tender Document”) or subsequently provided to the Bidders, whether verbally or in documentary form by or on behalf of the ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED, Government of Andhra Pradesh their employees or any of its agencies/consultants/advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

The purpose of this Tender Document is to provide the Bidders with information to assist the formulation of their Eligibility and Financial Proposal. This Tender Document does not purport to contain all the information for all the persons, and it is not possible for APADCL, their employees or any of its agencies/consultants/advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice from appropriate sources. APADCL, their employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the Tender Document.

The Bidders are advised to submit their bids complying strictly with the requirements stipulated in this RFP document.

APADCL reserves the right to cancel this request for RFP and/or invite afresh with or without amendments, without liability or any obligation for such request for RFP and without assigning any reason. Information provided at this stage is indicative and APADCL reserves the right to amend/add further details in the RFP.

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**1. TEXT OF ADVERTISEMENT**

**Andhra Pradesh Airports Development Corporation Limited,  
1st Floor, Block A, Anjaneya Towers, Ibrahimpatnam,  
Vijayawada, Andhra Pradesh - 521456**

**REQUEST FOR PROPOSAL (2<sup>nd</sup> call)**

**Andhra Pradesh Airports Development Corporation Limited (APADCL)** invites sealed Request for Proposal (RFP) for Vehicles and Equipment Hire Services for Kurnool Airport Operations, Andhra Pradesh.

The RFP Document, containing the details of qualification criteria, submission requirement, brief objective, scope of work and evaluation criteria etc. can be downloaded from the website [www.apadcl.com](http://www.apadcl.com).

Further details, if any, may be obtained from APADCL, 1<sup>st</sup> Floor, FDC Complex, Masab Tank, AC Guards, Hyderabad – 500028 during working hours.

Sd/-

Managing Director & CEO  
APADCL

21/09/2019

**2. AMENDMENT TO RFP DOCUMENT:**

- i. Before the last date for submission of tenders, the tender Inviting Officer may modify any of the contents of the tender Notice, tender documents by issuing amendment/addendum.
- ii. Any addendum/amendments, issued by the tender Inviting Officer, shall be a part of the tender document and it shall be published on the web site [www.apadcl.com](http://www.apadcl.com) and it is the bidder' responsibility to track if any amendment is issued till the date of submission of the bid.
- iii. To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the tender Inviting Officer may extend if necessary, the last date for submission of tenders.

**3. INSTRUCTIONS TO BIDDERS**

Authority (APADCL) has adopted the following tentative schedule for releasing, meeting and accepting the submission of Proposal:

<b>S. No</b>	<b>Description</b>	<b>Date</b>
1.	Release of RFP Document:	21 September, 2019
2.	Last date of queries from Bidders:	26 September, 2019, 12:00 hours
3.	Reply by APADCL on the queries:	30 September, 2019
5.	Bid Due date and Time:	07 October, 2019, up-to 13:00 hours
6.	Bid opening date/ time	07 October, 2019, 15:00 hours
7.	Financial bid Opening	To be notified

The Bidder shall submit a valid and binding proposal on or before due date of submission as mentioned above.

**4. FEES FOR BIDDING PROCESS**

Along with the Bid, the Bidder shall pay to the Authority a non-refundable sum of Rs.5,000/- (Rupees five thousand only) as the cost of the RFP process. The cost of the RFP shall be in the form of a Demand Draft, issued by any of the Nationalized/Scheduled Banks in India in favor of the Managing Director, APADCL and payable at Vijayawada (the "Demand Draft"). The Demand Draft shall remain valid for three months after the Bid Due Date.

**5. BID DUE DATE**

Bidders shall submit the signed and sealed hard copy of proposal by way of courier, registered post or by hand delivery and in sealed covers, on or before 13.00 hours of 7<sup>th</sup> October, 2019 which is the Proposal Due Date ("Due Date"), to APADCL at the following address:

**Managing Director,  
ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED,  
1<sup>st</sup> Floor, FDC complex, AC Guards, Hyderabad – 500 028**

Technical bids will be opened on same day at 15:00 hrs., in the office of APADCL. Bidders or their authorized representative can attend the same. Bidder representative shall produce authority letter for the same.

#### **6. BID SECURITY AND PERFORMANCE SECURITY**

The Bidders are required to submit a “Bid Security” deposit of Rs.1,000,00/- (Rs. One lakh only) by way of “Demand Draft”, issued by any of the Nationalized/Scheduled Banks in India, in favor of the Managing Director, APADCL, along with the Proposal submission.

**The Bid Security, original Demand Draft, should be kept in the envelope containing the Technical Proposal.** Any Technical Proposal not accompanied by the Bid Security shall be rejected by the APADCL as non-responsive.

The Bidder, by submitting its Proposal, pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to APADCL’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by APADCL as damage payable to APADCL for, inter alia, the time, cost and effort of APADCL in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- b. In the case of the successful Bidder, if the Bidder fails to sign the Agreement within the specified time, if awarded; or
- c. In the case of a successful Bidder, the Applicant having signed the Agreement, commits any breach thereof.
- d. In case of unsuccessful Bidders, Bid Security will be returned without any interest within 60 days of the completion of RFP process i.e. after the LOA is issued to the successful Bidder and its acceptance thereof by the successful Bidders. No interest will be payable on Bid Security.

Selected bidder’s bid security shall be retained till the Bidder provides a Performance Security, equivalent to an amount of Rs. 5,00,000/- (Rs Five Lakhs only) in the form of bank guarantee of nationalized bank. The selected bidder has to provide the Performance Security to the Authority, within 15 days of receiving the Letter of Award (LoA).

Any proposal submitted by either facsimile transmission or e-mail is not acceptable. Any proposal received after the Bid due date and time, will be summarily rejected.

**7. FORMAT AND SIGNING OF PROPOSAL:**

The bidders shall sign on all the statements, documents, certificates furnished by him, owning responsibility for their correctness/authenticity.

- i. The Bidders shall provide all the information as per this RFP. APADCL reserves the right to evaluate only those Proposals that are received in the required format, complete in all respects and in line with the instructions contained in this RFP.
- ii. The Bidders shall prepare and submit the proposal in original along with one soft copy in the form of pen drive containing a scanned copy of the original.

The proposal shall be bound and each page stamped and signed by the Authorized Signatory of the Applicant and should contain the following

- i. The Technical Proposal (Original + softcopy) in Envelope I
- ii. The Financial Proposal shall be submitted in two separate envelopes with the mentioned superscript.
  - a. Vehicles Hire Services in Envelope II(A)
  - b. Equipment Hire Services in Envelope II(B)
- iii. All the above three envelopes shall be submitted in a single outer envelope.

The outer envelope should clearly mention following details and addressed to:

**Request for Proposal (RFP)**  
**Vehicles and Equipment Hire Services**  
**Kurnool Airport Operations, Kurnool district, Andhra Pradesh**

To:

**Managing Director,**

**Andhra Pradesh Airports Development Corporation Limited**  
**1<sup>st</sup> Floor, 1<sup>st</sup> Floor, FDC complex, AC Guards, Hyderabad –**  
**500 028**

*<Authorized Signatory, Name of Applicant and Applicant's Address>*

If the envelope is not sealed and marked, as instructed above, APADCL assumes no responsibility for the misplacement, or premature opening of the Proposal submitted. In this case, the prematurely opened proposal will be rejected.

It shall remain Bidder responsibility to ensure that Bidder's proposal will reach the address above on or before the deadline. Proposals that are received by APADCL after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

The quotation that complies with all of the requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by APADCL. The unit price shall prevail and the total price shall be corrected.

After APADCL has identified the lowest price offer, APADCL reserves the right to award the contract based only on the lowest prices.

At any time during the tenure of the Contract, no price variation due to escalation, inflation, or any other market factors shall be accepted by APADCL, after it has received the quotation.

At the time of award of Contract or Work Order, APADCL reserves the right to vary (increase or decrease) the quantity of services of vehicles and equipment.

Any Work Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of APADCL herein attached as Annex 3.

APADCL is not bound to accept any quotation, nor award a contract/Work Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

The following requirements and conditions pertaining to the supply of the above-mentioned services:

<b>Function:</b>	<b>Vehicles and/or Equipment Hire Services for Kurnool Airport</b>
Location of service	Kurnool, A.P.
Deadline for the Submission of Proposal	7 <sup>th</sup> October 2019 up to 13:00 hours
All documentations, including catalogs, instructions and operating manuals, shall be in this language	English



Documents to be submitted	<ul style="list-style-type: none"> <li>▪ Company Registration Certificate;</li> <li>▪ GST certificate;</li> <li>▪ Company Pan card</li> <li>▪ List of client list or reference letters from clients would be an added advantage.</li> <li>▪ Company Annual Turnover duly certified by Chartered Accountant.</li> </ul>
Period of Validity of Proposal starting from the Submission Date	<ul style="list-style-type: none"> <li>▪ 45 days</li> </ul> <p>In exceptional circumstances, APADCL may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever in the Proposal.</p>
Payment Terms	<ul style="list-style-type: none"> <li>▪ Monthly - upon complete delivery of service and certification of invoice by Airport Director, Kurnool Airport.</li> </ul>
Evaluation Criteria	<ul style="list-style-type: none"> <li>▪ Technical responsiveness/Full compliance to requirements and lowest price.</li> <li>▪ Company's Annual turnover &gt; = 5 lakhs per annum in any consecutive two years in the last block of 5 years.</li> <li>▪ Full acceptance of the Work Order/Contract General Terms and Conditions</li> </ul>
Type of Contract to be Signed	<ul style="list-style-type: none"> <li>▪ Long-Term Agreement *</li> </ul>
Annexes to this RFP	<ul style="list-style-type: none"> <li>▪ Terms of Reference (Annex 1)</li> <li>▪ Price Schedule Format (Annex 2)</li> <li>▪ Contract for the rental of a vehicle with driver (Annex 3)</li> <li>▪ Contract for Rental with General Terms and Conditions (Annex 4)</li> </ul>
Contact Person for Inquiries (Written inquiries only)	<p><b>Sr. GM-Airports, APADCL Email id: gmairports.apadcl@gmail.com</b></p> <p>Any delay in APADCL's response shall be not used as a reason for extending the deadline for submission, unless APADCL determines that such an extension is necessary and communicates a new deadline in the website, www.apadcl.com</p>

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum requirement described above and any other annexes providing details of APADCL requirements.

\* Initially for a three-year (3) year period and may be extended for another tenure of 3 years subject to satisfactory performance and with mutual consent.

**8. Selection of Bidder: For providing “Vehicles and Equipment Hire Services For Kurnool Airport Operations, Andhra Pradesh” at Kurnool Airport.**

The selected Bidder will enter into an Agreement for carrying out the **Vehicles and /or Equipment** Hire Services For Kurnool Airport Operations, Andhra Pradesh.

i. The Authority (APADCL) intends to qualify and short-list suitable Bidders (the “Qualified Bidders”) who will be eligible for participation in the Financial Bid opening stage, for awarding the Work through an open competitive bidding process in accordance with the procedure set out herein.

ii. The bidder who will be awarded the “**Vehicles and/or Equipment Hire Services**” (“**Selected Bidder**”) shall undertake the Contract through an agreement with the Authority for the duration of **3 (three years)** from the date of agreement of the Work/service.

iii. The Vendor shall depute the following vehicles and equipment at Kurnool Airport within 15 days of signing of the Agreement e.g. planned to be deployed wef **1<sup>st</sup> Nov, 2019**:

- a) 04 Nos of Bolero Jeeps or any other equivalent vehicle, along with Drivers for Police, for 24 X 7-hour operations.
- b) 01 No Bolero Jeep or any other equivalent vehicle, along with Driver to AAI-ATC and CNS team.
- c) 02 Nos of Bolero Jeeps or any other equivalent vehicle and 01 Camper type vehicles to Authority, with two drivers for Day operations.
- d) 01 Grass Cutting Machine, 01 Runway cleaning machine along with one operator.
- e) 3 manual flipper machines.
- f) All equipment and vehicles must have Authority name, logo and Airport specific obstruction light.
- g) Contractor has to absorb the cost of Airport Entry Vehicle Permit and Airfield Driving License, @ 100/- each/per pass.
- h) The Contractor has to ensure availability of all vehicles and equipment as specified above
- i) In case of unserviceability of vehicle/equipment, do its best efforts to make it serviceable within 06 hours, failing which a suitable replacement may be provisioned maximum within 12 hours.
- j) Non-compliance of sub para a) above, will attract penalty of Rs. 500/- per day per vehicle or equipment.

**Note:** Initially only two Jeeps, GCM, Runway Sweeping Machine and flipper machines are required to be deployed and other vehicles may be required to be deployed a month before commencement of commercial operations. CoD planned is Dec,2019.

## **9. PAYMENT**

- i. For the satisfactory completion of the services under this Contract, APADCL shall pay based on the agreed rates of this contract (Annex 2- Price Schedule) upon certification by Airport Director, Kurnool Airport or APADCL designated official.
- ii. Payments shall be made/processed to the Contractor on submission of monthly invoice, together with vehicle log book with detailed kilometer reading signed by user & counter signed by APADCL.
- iii. The price of this Contract is not subject to any adjustment or revision because of escalation or the actual costs incurred by the Contractor in the performance of the Contract.
- iv. Payments effected by APADCL to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by APADCL of the Contractor's performance of the Services.

**ANNEX 1**  
**TERMS OF REFERENCE**

**Background:**

The APADCL would like to avail vehicle hire service for Kurnool Airport Operations with a business firm for a duration of 03 (three) years, which is renewable based on satisfactory performance. The vehicle hire service is required for Kurnool Airport and for field trips to project areas within Andhra Pradesh/Telangana. APADCL will enter into an Agreement and the vehicle hire will be requested as and when required.

**I. Eligibility:**

- i. Minimum experience of two years in provision of vehicle hire service;
- ii. Assignment of dedicated contact person at site who will manage vehicle hiring requests;
- iii. Drivers and Fuel to be provided by the Contractor;
- iv. All Maintenance to be carried out by the Contractor;
- v. All welfare measures of out-station trips for drivers should be taken care by the Contractor;
- vi. The vehicle should be compliant with applicable RTA norms, comprehensive insurance, etc.

**II. Conditions of the vehicle:**

- i. The vehicle should be road-worthy, in good running condition, and not more than 2 years old/50,000 Kms, whichever is less.
- ii. The vehicle should have new tyres;
- iii. The vehicle should have Log Book which is to be maintained by the Driver.
- iv. The vehicle should be clean, inside and out, and free from any unpleasant odour.

**III. Requirements for the Driver:**

- i. The driver should have minimum 5 years' work experience as a Professional Driver; a safe and clean driving record; knowledge of driving rules and regulations and skills in running vehicle repair;
- ii. The driver should be able to communicate, read and write in English/Telugu/Hindi;
- iii. The driver should not consume alcohol, smoke while on duty;
- iv. The driver should be properly trained in the operation and maintenance of the vehicle;
- v. The driver should be licensed for operating a motor vehicle which is on duty, including for passenger carrier, if required;
- vi. Familiar with local routes and destinations;
- vii. Properly uniformed during hours of operation; and
- viii. Observes the rules of the road at all times.

**ANNEX 2**

**The Bidder may submit the Financial Bid, Price schedule only for Vehicles or for Equipment or for both.**

**A. PRICE SCHEDULE FORMAT for Vehicles:**

<b>Sl No.</b>	<b>Vehicle Type</b>	<b>Number of Vehicles</b>	<b>Lump Sum monthly Rate for usage of 2500 kms per month / vehicle inclusive of all consumables (in INR)</b>	<b>Rate per km for over and above 2500 kms per month (No extra charge) (in INR)</b>
1				
2				
3				
4				

**Note:** The rates quoted above are:

1. inclusive of Vehicle with Driver
2. inclusive of all applicable Taxes except Toll Charges.
3. All Toll charges are over and above the rate quoted. The Contractor should procure fast tag for all the vehicles.
4. Inclusive of Fuel, lubricants, maintenance and routine services.

**B. PRICE SCHEDULE FORMAT for Equipment:**

<b>Sl No.</b>	<b>Equipment Type</b>	<b>Number of Equip-ment</b>	<b>Lump Sum monthly Rate for per month / equipment inclusive of all consumables (in INR)</b>
1	Bengal Metal Grass Cutting Machine or any other 3 fold Grass cutting Machine with Heavy duty Tractor	01	
2	Runway Sweeping Machine- Tractor fitted with front and rear broomer and with Water Tank.	01	
3	Manual Flipper Machine for Apron Cleaning.	03	

**Note:** The rates quoted above are:

1. inclusive of equipment with Driver
2. Inclusive of Fuel, lubricants, maintenance and routine services.
3. inclusive of all applicable Taxes except Toll Charges.
4. All Toll charges are over and above the rate quoted.

## **ANNEX 3**

### **GENERAL CONIDTIONS OF CONTRACT**

#### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis APADCL. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of APADCL or the United Nations.

#### **2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to APADCL in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect APADCL and shall fulfil its commitments with the fullest regard to the interests of APADCL.

#### **3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of APADCL.

#### **5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub -contractors, the Contractor shall obtain the prior written approval and clearance of APADCL for all sub-contractors. The approval of APADCL of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

#### **6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of APADCL has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, APADCL, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the

Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- i. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against APADCL;
  - ii. Provide that APADCL shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide APADCL with satisfactory evidence of the insurance required under this Article.

## **9. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by APADCL shall rest with APADCL and any such equipment shall be returned to APADCL at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to APADCL, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate APADCL for equipment determined to be damaged or degraded beyond normal wear and tear.

**10. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF APADCL**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with APADCL, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of APADCL, or any abbreviation of the name of APADCL in connection with its business or otherwise.

**11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

The Contractor may not communicate at any time to any other person, Government or authority external to APADCL, any information known to it by reason of its association with APADCL which has not been made public except with the authorization of APADCL; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

12.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

12.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to APADCL, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify APADCL of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, APADCL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

12.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, APADCL shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 13, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**13. TERMINATION**

13.1 Either party may terminate this Contract for cause, in whole or in part, upon 60(Sixty) days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall



not be deemed a termination of this Contract.

13.2 In the event of any termination by APADCL under this Article, no payment shall be due from APADCL to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

13.3 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, APADCL may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform APADCL of the occurrence of any of the above events.

#### **14. DISPUTE RESOLUTION**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other (the “Dispute”) in the first instance shall be attempted to be resolved in accordance with the procedure set forth below.

Amicable Settlement:

- i. In the event of any Dispute between the Parties, either Party may call upon the other Party to resolve the issue raised in the Dispute and arrive at an amicable settlement thereof. Each Party shall nominate a responsible person to resolve the issue through amicable settlement within a period of 30 (thirty) days.
- ii. If the parties fail to resolve the dispute, the dispute shall be referred to a sole arbitrator by mutual consent of both the parties. The arbitration proceedings shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be in English.
- iii. The venue of the arbitration shall be at Vijayawada, Andhra Pradesh.
- iv. The arbitration expenses shall be equally born by both the parties.

#### **15. GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the Laws of India.

#### **16. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **17. INDEMNITY AND COMPENSATION**

- i. Each Party (“Indemnifying Party”) shall indemnify, defend, save and hold harmless the other Party and its officers, servants, shareholders, agents, affiliates and representatives, (the “Indemnified Party(ies)”) against any and all suits, proceedings, actions, demands and claims from third parties for any loss,

damage, cost and expense of whatever kind and nature, arising out of any breach by the Indemnifying Party of any of its obligations or wilful misrepresentation, gross negligence or fraud under this Agreement, except

- a. any indirect, consequential, incidental, punitive or special damages and
  - b. to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of any Indemnified Party.
- ii. The Indemnifying Party shall promptly, as soon as reasonably practicable after it becomes aware of the same, inform the Indemnified Party of any demand, claim, action or proceeding or anticipated demand, claim, action or proceeding against it, in respect of which it is entitled to be indemnified under this Clause 5. The Indemnifying Party shall have a right to assume defence of any such claim for which it has obligation to indemnify the Indemnified Parties. The Indemnified Parties shall take all steps (including provision of all necessary authorizations) required for the Indemnifying Party to assume defence and will give reasonable assistance to the Indemnifying Party in the defence of any such demand, claim, action or proceeding.
  - iii. The Indemnified Parties shall take all reasonable steps to prevent, reduce to a minimum the losses, claims, damages, costs and expenses and mitigate the effect of any breach by the Indemnifying Party of any of its obligations or wilful misrepresentation or gross negligence giving rise to an event of indemnification under this Clause 8.

## **18.NOTICES**

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service [or registered mail] and shall be deemed to have been received on the earlier of (i) the date of actual receipt, or (ii) one (1) business day after being given to an express courier with a reliable system for tracking delivery.

**ANNEX 4**

**DECLARATION**

I/WE ..... have gone through carefully all the

tender conditions and solemnly declare that I/we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Corporation against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I/WE hereby declare that, I/WE have not been blacklisted/debarred/Suspended / demoted in any Corporation in Andhra Pradesh or in any State due to any reasons.

**Signature of the Bidder**

**ANNEX 5**  
**FINANCIAL STATEMENT**

Details of turnover in each year during the last 5 financial years by the bidder.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Value in Rs:</b>
1		
2		

Certificate from Chartered Accountant supported with annual balance sheet tallying with I.T clearance certificate.

**Signature of the Bidder**

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