



**ANDHRA PRADESH
AIRPORTS DEVELOPMENT CORPORATION LIMITED
(A Government of Andhra Pradesh Undertaking)**



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**REQUEST FOR
PROPOSAL
FOR SELECTION OF
PROJECT MANAGEMENT CONSULTANT
FOR WORKS OF ORVAKAL(KURNOOL) AIRPORT, KURNOOL DISTRICT,
ANDHRA PRADESH.**

**NIT No.3 /APADCL/PMC/Kurnool Airport /2020-21 dated
08.10.2020 of the Managing Director, APADCL**

**MANAGING DIRECTOR & CEO
ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION
LIMITED
1ST FLOOR, ANJANEYA TOWERS, IBRAHIMPATNAM, VIJAYAWADA-
521456.
E-MAIL: CEOAPADCL@GMAIL.COM**

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B. Key Information & Dates

1.	Tender Inviting Authority		Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
2.	Job Requirement	:	Request for Proposal for selection of a Project Management Consultant for the works of Kurnool Greenfield no frills Airport in Kurnool District, Andhra Pradesh
3.	Publication Date	:	08.10.2020
4.	Bid Processing Fee	:	A non-refundable fee of INR 10,000/- + 18% GST through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam
5.	Contact person for clarification	:	Project Manager (Engg), APADCL 1st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456. Email ID: pmenggapadcl@gmail.com ; Ph No: 9493980456
6.	Last date for submission of Bids	:	Up to 14:00 hrs on 15-10-2020 at O/o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
7.	Bid Security / Earnest Money Deposit	:	Rs 50,000/- in the form of demand draft in favour of Managing Director, APADCL or through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam
8.	Opening of Technical Bids	:	Up to 15:00 hrs on 15-10-2020 at O/o o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
9.	Date, Time & Venue for the opening of Financial / commercial Bid	:	Up to 15:00 hrs on 20-10-2020 at o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
10.	Period of contract	:	3Months, extendable upto a maximum of another 3 months, if necessary.

C.Works required Project Management Constancy Services

Approximate cost of works to be supervised by the Project Management Consultancy is around Rs26.28crores and also includes any additional work sanctioned related to Kurnool Airport in future

The Brief items of works

1	Construction of Greenfield No-frills Airport at Orvakal in Kurnool, Package-2(Balance works)	159687518.00
2	S.I.T.C of Basic Airfield Ground lighting Facilities at Kurnool Airport	72345678.00
3	Providing Barbed wire fencing at Kurnool Airport	10902315.00
4	Conservation of Police Barrack &Armoury	5935140.00
5	Construction of VIP Lounge at Kurnool Airport	2367888.00
6	Construction of additional floor in ATC administrative building at Kurnool Airport	1669539.00
7	Constriction of Air staff backup room in Kurnool airport	3522525.00
8	Construction of city side Projection to PTB, Kurnool Airport	6316646.00
	Total	26,27,47,249

Note: Any other work related to Kurnool Airport may be entrusted in addition to the above works.

D.General Instruction to Bidders

Request for proposal is invited from reputed Consultancy Firms experienced in offering Project Management Consultancy to Govt. Departments/Similar Aviation Projects in India and Abroad.

Name of work:

Project Management Consultancy Services for works relating to Orvakal (Kurnool) No-frills Green field Airport in Kurnool District, Andhra Pradesh.

Location of work: Orvakal (Kurnool) Airport, located near Orvakal, 25 KM away from Kurnool City towards Nandyal on via NH 40.

The Broad technical information of Airport is as follows:

- a. Runway length – 2000 m (10-28)
- b. RWY 10 Displaced threshold – 150m
- c. Aerodrome code – 3C, Non-Instrument runway
- d. Taxiways – 02 Numbers
- e. Apron – main apron suitable for 04 ATR 72 type of aircraft,
- f. Isolation parking stand suitable for 01 ATR 72 type of aircraft

Scope of work: The scope of consultancy services offered herein shall cover the Project Management Services consisting of supervision, quality assurance, certification of; contractor's bills etc., for all the works related to Orvakal (Kurnool) Airport as per the approved design, Procurement of the necessary material/equipment as per the specifications and supply contracts. Assisting the APADCL in complying with the statutory requirements and completing the objections raised by relevant departments and to performing PMC services to

any works/services assigned by APADCL in relation to Kurnool Airport.

Items of Works are:

- a. Balance work of Packge-2 of Kurnool airport,
- b. Ongoing SITC of Basic Airfield Ground Lighting Facilities at Kurnool Airport
- c. Construction of Police barrack, Armory in Kurnool Airport
- d. Providing barbed wire fencing to Kurnool Airport
- e. Construction of VIP Lounge at Kurnool Airport
- f. Construction of additional floor in ATC administrative building at Kurnool Airport
- g. Constructions of Air staff backup room in Kurnool Airport
- h. Construction of City side Projection to PTB, Kurnool Airport

APADCL intends to select PMC to support their Engineers in execution of works in Orvakal airport area and to take necessary remedial measures in case of shortfalls in quality if any found apart from utilizing their services to support APADCL Engineers and construction agencies so as to achieve best standards of quality to national standards.

1. Purpose:

PMC is expected to carry out the following:

Independent assessment of quantity on construction works. Ensuring usage of specified / standard / meeting the Industry norms / statutory requirements of materials in correlation with the approved design drawings. Certification of quantity & recommendation of payments, Progress monitoring with respect to the approved schedule of works. Change management (Supersede / Substitute / Alternate arrangements), Independent assessment of the quality of Engineering Works at different stages of construction. The Bidder shall setup a quality control system at the project site ie., Orvakal (Kurnool) Airport, with the help of prescribed testing norms laid through a competent team of appropriate technical personnel. The consultant shall deploy

Professionals / Experts of the required departments to achieve the intended quality & quantity of the works. During pre-construction and post-construction inspections, the consultant shall highlight the problems if any, and also suggest steps/ solutions for the same so as to achieve the desired output.

3. Eligibility / Qualification criteria

This invitation to bid is open to all individuals, firms & companies meeting the following minimum eligibility criteria

Sl. No.	Eligibility Criteria	Proof Required
1.	The bidder should be a single legal entity.	Copy of valid Certificate issued by competent authority in India.
2.	The Bidder should have a total annual turnover of not less than INR 50.00lakhs through PMC services , in any of the last three financial years ending on 31.03.2020.	A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder in India or abroad as per the Form-2, Annexure -1 Audited financial statements reflecting overall turnover for the last three financial years ending on 31.03.2020ie., FY2017-18, 2018-19, 2019-20. ** In case the audited statements for F.Y. 2019-20 are not available, provisional financial statement duly certified by the statutory auditor / Chartered accountant of the bidder shall be submitted. *Financial turnover of previous years shall be given a weightage of 10% per year to bring them to 2019-20 price level.
3.	As on submission of the proposal, the	An undertaking in the prescribed format (as per Annexure-1), the firm is not blacklisted

	bidder should not have been blacklisted by any Government entity (Central or State Government or PSU) in India or Abroad is under a declaration of ineligibility for fraudulent or corrupt practice by any Government entity (Central or State Government or PSU) in India or Abroad.	any of the central/state/PSUs in India or Abroad.
4.	The bidder should have Valid PAN, GST registration in India.	Certified copy of valid PAN, GST registration certificates issued by competent authorities in India.
5.	The bidder should have submitted the Tender document fee Rs.10,000/- +18% GST (non-refundable) as mentioned in this tender document.	A non-refundable fee of INR 10,000/- + 18% GST through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam
6.	3years Experience in the field of PMC.	Project Management Consultancy services for Engineering work including Quality assurance / Quality control of similar Infrastructure projects. Form - 1 of Annexure -1 to be furnished.
7.	The bidder should have completed <u>Consultancy Services for similar nature of works valued not less than Rs.25.00 crores</u> , in any one of the last three financial years. The	*Self-attested award letter must be in between 1st April 2017&31st March 2020 . *Completion certificates issued by Client on account of consultancy fee in between 1st Apr 2017 & 31st March 2020 .In case of works in progress, the consultancy fee claimed between

	<p>date of completion must be in between 1st April 2017 & 31st March 2020</p> <p>B. Similar nature of works provided contract values of consultancy service not less than Rs.50.00 lakhs in any one financial year during the last three financial years during the last three financial years.</p>	<p>1st Apr 2017 to 31st Mar 2020 must be produced along with the agreement/work order copy, duly certified by the client.</p> <p>The above certificates must be dated produced on or before the last date for submission of the bid.</p>
8.	<p>Bid Security Rs.50,000/-</p>	<p>Rs50,000/- in the form of demand draft in favour of Managing Director, APADCL or through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam</p>
9.	<p>IT returns for FY 2017-18, 2018-19, 2019-20</p>	<p>Self-attested copies.</p>
10.	<p>Key Personnel</p> <ol style="list-style-type: none"> 1. One Manager having minimum 10yrs of Experience in Civil Engg and 2 years in Project Management. Qualification: B.E / B.Tech or above. 2. One Supervisor with not less than 8 years experience in Project Execution. Diploma in Civil or above. 3. One Quality 	<p>Qualification certificates & Experience certificates as per format-3 and 4</p>

	Control/Assurance expert with min 8yrs Experience (BE / B.Tech or above)	
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Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

Consultancy firms should have experience at least for the last 3 (three) year in the field of Project Management Consultancy for Engineering work including quality assurance Quality control of similar aviation projects. Form -1 of Annexure – 1 to be furnished.

- a. The bidder should have provided consultancy services for similar nature of works of value not less than Rs.25.00 crores in any one financial year during the last three financial years. the date of Completion must be in between **1stApril 2017 & 31st March 2020**
- b. Value of PMC services provided by the agency not less than Rs. 50.00 lakhs in any one financial year during the last three financial years. The bidders should submit latest Audited balance sheet duly certified by the chartered accountant.

Checklist of enclosures (Mandatory):-

1. Bid Processing Fee A non-refundable fee of INR 10,000/- + 18% GST through net banking/ RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam
2. Bid Security Rs**50,000/-** in the form of demand draft in favour of Managing Director, APADCL or through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam
3. Copy of self-attested PAN:
4. Copies of self-attested ITR **for FY 2017-18, 2018-19, 2019-20.**
5. Copy of self-attested GST registration:

6. Copies of self-attested audited Turnover **for FY 2017-18, 2018-19, 2019-20.**
(Form 2):
7. Experience Certificate in the Form-1 in similar nature of works:
8. Copy of valid Registration Certificate issued by competent authority in India.
9. An undertaking in the prescribed format, stating that the firm has not been blacklisted by any of the central/state/PSUs in India or Abroad.
10. Key Personnel in Form 3
 - i. One Manager having minimum 10yrs of Experience in Civil Engg and 2 years in Project Management. Qualification: B.E / B.Tech or above.
 - ii. One Supervisor with not less than 8 years experience in Project Execution. Diploma in Civil or above.
 - iii. One Quality Control/Assurance expert with min 8 yrs Experience (BE / B.Tech or above)
11. Copy of self-attested award letter with date of award, of any one financial year in-between **1st April 2017& 31st March 2020** Any bid failing to submit the above stated enclosures shall be summarily rejected and will not be considered for further evaluation.

Note:

- i. In support of qualifying criteria, the details and certificates are to be furnished as per the annexure's available in the tender schedules.
- ii. Financial turnover and similar nature of works executed in previous years shall be given a weightage of 10% per year to bring them **to 2020-21** price level.
- iii. If the bidder found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements is subjected to be disqualified and liable for black-listing and forfeiture of bid security. Even while currency of the contract, if found that the agency had produced False/fake certificates of experience he will be liable for black-listing and the contract will be

liable for termination and liable for forfeiture of Bid security and all the amounts due to him.

- iv. The bidder should submit a copy of PAN CARD and Income Tax returns for the period i.e., last Three years specified above.
- v. Sub-Contracting is not allowed without written consent of the APADCL.
- vi. APADCL reserves the right to relax the conditions uniformly if required for eligibility of the bidders in the public interest. The bidder(s) shall not have any right to question the decision taken by the APADCL in this regard.
- vii. The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended.

4. Manpower Requirement:

The Consultant should deploy key persons at the project site to meet the intended purpose. The deployment is on a continuous basis throughout the contract period. From 4 to be furnished accordingly.

5. Bid Security & Performance Security:

The bidder shall furnish bid Security Rs **50,000/-** in the form of demand draft in favour of Managing Director, APADCL or through net banking/RTGS/NEFT from their registered bank accounts to A/C No: 50200014443370 of HDFC Bank, IFS Code: HDFC0000050, Branch: Dwaraka Nagar, Visakhapatnam

Discharge of Bid Security: Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible but not later than 90 days after the expiration of the period of bid validity prescribed by the APADCL.

Forfeiture of Bid Security

The bid security shall be forfeited if a Bidder

- Withdraws its bid during the validity period of the bid or
- In case of the successful Bidder, if the Bidder fails to sign the Contract in accordance with this document clauses.

Performance Security:

The successful Bidder's bid security will be returned subsequent to receipt of the Performance Bank Guarantee from the Bidder.

6. Undertaking:

An undertaking from the Bidder, stating the compliance with all the conditions of this document and Technical criterion required. No deviation or assumptions will be acceptable to the APADCL in accordance with Annexure 1 of this tender document.

7. Bid Validity:

The bid shall remain valid for 60 days from the bid due date. The Authority reserves the rights to reject a bid offering validity period less than 60 days as non-responsive, without any correspondence.

Extension of Period of Validity: Extension of Period of Validity: In exceptional circumstances, the APADCL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security provided shall also be suitably extended as per APADCL request. A Bidder may refuse the request without forfeiting the bid security. A Bidder granting the request will not be permitted to modify its bid.

8. DOCUMENTS

8.1. The following documents are enclosed to enable the bidders to submit their proposal:

- i. Terms of reference (TOR)
- ii. General Conditions of the Contract
- iii. Forms -1 to 4
- iv. Form of Agreement.
- v. Quality control Clauses (8 works)
- vi. Submission of the proposals: The proposals shall be submitted in two parts viz., Part 1-Technical Bid and Part II- Financial Bid and should follow the procedure given below:

8.2 Bidder shall quote rates both in figures and words.

8.2.1 The Department shall carry out the technical bid evaluation solely based on the documents

8.2.2. All bidders shall furnish the original DD towards Bid Security if it is DD, at the time of opening of financial bid. The Original certificates of documents furnished at the Submission of Bid are to be shown to the Tender inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt.

8.2.3 If any successful bidder fails to submit the original hard copies of documents furnished at the time submission of Bid before stipulated time to enter into Agreement or if any variation is noticed between the submitted documents and the Original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders for a period of 3 years. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender

process for execution of the development schemes taken up by the Government.

Submission of bids (Technical & Financial bids, sealed in separate envelopes and both the envelopes sealed in another cover along with the Bid Processing Fee) either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the bidder. Bids received without the original DD for Bid Processing Fee, shall be summarily rejected. The Department will not take any responsibility for any delay in receipt of the bids.

9. Opening of Technical Bid:

Only the Technical Bids will be opened in the presence of Technical Committee of APADCL at the chambers of the Managing Director, APADCL on the date & time prescribed in Tender Notice of this RFP. The second envelope containing the Financial Bid will not be opened until technical evaluation is completed and approved by the Technical Committee of APADCL.

10. Evaluation Process:

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to any financial proposals are opened. The technical evaluation will be carried out based on the information & documentary evidence furnished by the bidder along with Technical Bid. The Authority will not allow any supplementary data other than the data received with the Technical Bids. All firms who satisfy the technical qualification criteria will be declared as successful in technical evaluation stage and the financial proposals of only those bidders who are declared successful in technical evaluation stage will be opened in the presence of the Technical Committee of APADCL. Representatives of concerned bidder's may be allowed to attend the Financial Bid opening, if choose to attend.

11. Award of Contract

- (a) The Financial Bids will be opened as per Tender Notice which will be intimated to all technically qualified bidders in advance
- (b) The financial offer shall include all taxes and other incidental charges.
- (c) It may be noted that APADCL is not bound to select any of the firms submitting proposals. Further, as quality of service is the principal selection criterion, APADCL does not bind itself in any way to select the firm offering the lowest price if the lowest rates quoted are found not workable.
- (d) The Managing Director- APADCL, Vijayawada reserves the right to accept or reject any or all bids without assigning any reasons whatsoever.
- (e) Assuming that the contract can be satisfactorily concluded immediately, the firms are expected to take up/commence the assignment within one week from the date of receipt of the award letter/ agreement.
- f. It may be noted that the remuneration, which will be received from the contract, will be subject to deduction of normal tax liability as applicable in India time to time. The concerned tax authorities may be contacted for further information in this regard if required.

12. Payment Mechanism

- a. Payments to the services/contract are subject to tax deductions as per prevailing tax regime of the land. The concerned tax authorities may be contacted for further information in this regard if required.
- b. The quantum of work may be increased or decreased and the payment will be released for the services actually offered at prorated basis, of the amount released by APADCL on the certified value of the main works executed.

13. Other Instructions:

- (a) The bidders are hereby instructed not to alter and make any changes to the tender documents. If any changes are made by bidder, it shall be treated as tampering of documents and the bid shall be summarily rejected.
- (b) The bid is likely to be rejected if on opening it is found that
- i. The bid processing fee is not enclosed
 - ii. The bid security is not enclosed
 - iii. The bidder has not strictly followed the procedure laid down for submission of the bids.
 - iv. The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
 - v. The bidder has not signed on each page of the bid document.
 - vi. The bidder has specified any additional condition.
 - vii. The bidder has quoted financial offer anywhere other than specified in financial bid.
- (c) If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.

14. Enclosures:**A. General Conditions of Contract****(1) Terms of Reference****(2) Conditions of Contract****B. Cover letter for Bid Submission.****C. Form of Undertaking****D. Annexures****Form – 1: Details of Assignments of Similar Nature (PMC)****Form – 2: Turnover Details****Form –3: Key Personnel****Form – 4: Curriculum Viata****Form-5: Form of Agreement****Price bid**

A.GENERAL CONDITIONS OF CONTRACT

1. TERMS OF REFERENCE

1. OBJECTIVES:

The main objective is to supervisors, execution, quality assurance and certification (quality / quantity) of all construction works executed by the Contractors. The Consultant shall provide an independent assessment on the quality & quantity of the works at different stages of construction. The consultant employed shall be responsible for assessment of quality & quantity control of both materials & workmanship and visual inspection of engineering works at appropriate stage of construction regularly.

For visual inspection of the works, the consultant shall deploy professionals as per need / stage of the work and shall generate and submit reports accordingly.

Consultant shall submit periodical progress reports; monitor the work progress as per Agreement.

The consultant shall intimate problem areas, if any, and also suggest steps / solutions for the same so as to achieve the desired objective.

For quality control, the consultant shall carry out testing at **as per relevant codes** (both field & laboratory) of materials used in construction work, workmanship and final product of construction work.

Consultant has to read all the tender documents / drawings and understand the scope of work of the contractors prepare construction schedule for the Project.

2. SCOPE OF WORK

3. The scope of consultancy services offered herein shall cover the Project Management Services consisting of supervision, quality assurance, certification of contractor's bills etc., for all the works related to Orvakal (Kurnool) Airport etc., as per the approved design. Procurement of the necessary equipment as per specifications and supply contracts. Assisting the APADCL in compliance to the statutory requirements and completing the objections measure above including service assigned by APADCL in relation to Kurnool Airport.

4. RESPONSIBILITIES OF CONSULTANTS

- 3.1 All Site Management Services (Civil, Electrical, HVAC, Fire Detection, Fire Alarm & Fire Fighting System, CCTV Installation, FAT, Utilities, FIDS, etc as listed above)
 - 3.1.1 Consultants shall carry out the supervision of Civil construction, electrification, air conditioning, fire detectors and fire alarm system, firefighting, CCTV installation, selection of safety/security items along with FAT and other allied items of work included in the specifications and schedule of quantities of the respective contract to ensure successful completion of work.
 - 3.1.2 Consultants shall act as the authorized representatives of the APADCL for ensuring proper supervision of all the works and shall depute all such persons to function as the Engineer-in-charge and Engineers representative as stipulated in the Agreement which the APADCL has entered with Contractor.
 - 3.1.3. The consultants shall ensure proper quality assurance of all construction works as stipulated in the agreement, which the APADCL has entered with the Contractor.
 - 3.1.4. The Consultants shall record verify the measurements of work done in the Measurement Book issued by the APADCL and check measured by Engineer-in-charge or his Representative. The Consultants shall

forward the bill of the contractor after duly certifying it for further processing and payment by the APADCL along with relevant Measurement Book and other documents.

3.1.5. The scope of the site management services will include but not necessarily be limited to the following:

- a) Assisting Engineers of the APADCL in administration and management of the project.
- b) Site supervision by competent engineers and supervisory staff to ensure works are done as per specification, drawings and quality stipulation.
- c) Assist in interpretation of the technical specification when required by the Engineers of APADCL.
- d) Review the Contractors detailed work program and suggest modification where and when required.
- e) Review the competency & adequacy of Contractor's supervisory and key personnel and suggest modifications wherever and whenever required and to pursue with contractors for implementation of those modifications to be followed.
- f) Advise Engineers of APADCL for advance action required to be taken for handing over the site, and also issue of drawings. Review of GFC drawings before getting implemented. Any inconsistency observed to be brought to the notice of the APADCL, immediately.
- g) Check setting out data for works including center lines, levels and also the layout in conformity with the drawings and confirm and certify the above to the engineers of APADCL.
- h) Review of construction methods proposed by the Contractor for carrying out works to ensure that these are up to satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works property and general public.

- i) Review the test certificates of all construction materials and undertake additional tests to establish their quality.
- j) For all concrete works, work out the mix design, laying methods, sampling and testing procedure and quality control measures in consultations with the Engineers of APADCL.
- k) Evolve a system of quality assurance of the works and advise the Engineers of APADCL regarding its adoption. The Consultants will also exercise quality control of works during execution including carrying out all tests required.
- l) Ensure that all the work tests are carried out by the Contractors as per tender condition and undertake additional tests as necessary to assess the quality of works.
- m) If Consultants considers any item of work is substandard or not in conformity with the specifications, drawing or the instruction given in writing, therefore or to the standards laid down therefore, or unacceptable, he shall inform APADCL in writing about the same providing full justification thereof with full data.
- n) Inspect work on virtual completion of work before take over and shall inform APADCL about the outstanding work to be carried out by the Contractor during defect liability period.
- o) To check the correctness of the bills prepared by the Contractor and recommend to APADCL for acceptance for payment.
- p) Record and check measure all initial measurements such as levels, etc., well in advance of the starting of the work in level books, measurement books supplied by APADCL, if any and carefully kept these records and hand them back to APADCL at the time of completion.
- q) All quantities on which the payment is to be made is to be calculated and computed, wherever necessary, to be furnished.
- r) Assist in preparing the updated and additional drawings as required during the contract. Scrutinize regularly the Contractor's construction

- equipment, installations, housing and safety & medical facilities for workmen, etc., and advise the Engineers of APADCL with respect to relevant provision in the agreement.
- s) Assist and advise the Engineers of APADCL during review of the progress with the Contractor and indicate shortfalls and correctives needed, if any. Also advise APADCL on the variation orders and Contractor's claims as well as request for extension of time.
 - t) Intimate fortnightly physical and financial progress status to APADCL.
 - u) Certify as-built drawings and all test results on completion of the work.
 - v) Assist the Engineers of APADCL in monitoring the progress of works at regular intervals through modern aids such as computerized project management techniques.
 - w) Pursue for completion of project within the time period mentioned in the Contracts. Shall also assist APADCL in over runs claimed by the contractors & assist APADCL till the issuance of Work Completion Certificates.
 - X) The Consultant shall assist APADCL in following up and procuring the required statutory clearances from the authorities concerned by supplying all the necessary technical data required for the completion of formalities connected with obtaining the statutory clearances and furnishing clarifications wherever necessary.
 - y) Any other works related to the Airport development and works related to the compliance as per the requirements of the regulatory bodies such as DGCA, BCAS, AAI, etc.,
 - z) The stipulated material make along with their technical specification and stage wise quality control tests for both civil and electrical items shown in the contract agreement are to be referred and furnish the compliance reports and defects are to be rectified.

4.1.6. The services, duties & responsibilities will include but not be limited to the following:

- (a) To see that all works are executed as per the approved Design, Drawings, BOQ and contract documents.
- (b) To monitor Quality Control and furnish necessary reports.
- (c) Represent the interest of APADCL vis-à-vis the Contractor in any manner related to the Construction and the proper execution thereof.
- (d) Supervise, & to monitor Quality Control and ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from APADCL Engineering Staff.
- (e) Should prepare Fortnight, Monthly, and Quality Assurance Reports and submit to the APADCL for the approval.
- (f) To ensure that the construction works are in accordance with the technical specifications, Construction Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor in compliance with the above stipulations particularly, in relation to contractors construction equipment and other resource deployment.
- (g) To conduct special tests of materials and/or completed works, order removal and substitution of improper materials and / or works as required
- (h) To supervise and check the operations, quality control of the works carried out under Contract.
- (i) Prepare quality reports fortnightly/monthly to furnish to Engineer-in-charge.
- (j) Ensure testing of material in the laboratory on the basis of the provisions in the contract and perform all laboratory and field

testing of materials and products needed to assure that the quality as specified in the contract documents is attained.

- (k) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise all construction activities in accordance with the terms of the works contract with approval.
- (l) The technical persons engaged by agency should be physically present at site (not less than 60% of value of work) to attend all-important works like Signages, Electrical , fire fighting Public Health, Interior works, etc.,

4.0 GENERAL

- 4.1 Changes in the scope of work shall be worked out by mutual consultation between the APADCL and the Consultant, provided that all such changes in the scope of work shall be in writing and approved by the parties, along with the terms and conditions agreed upon.
- 4.2 The Consultant shall work out all the necessary data required for the advance planning for the procurement of all scarce construction materials required to be departmentally supplied by the APADCL for the work. The Consultants will also render the necessary assistance to the APADCL to obtain the permits and release of orders. The sources and means of procurement will be decided jointly by the Consultant and the APADCL, so as to maintain the implementation targets. However, the Consultants responsibility in this area does not cover monitoring of the supply lines (logistics), in case the supplies involve long distance transportation.
- 4.3 Any deviation from the approved drawings or specification observed by the Consultants during the course of the construction shall be given in writing, in addition to direct instructions to the construction agency to rectify the same, only if such deviations observed by the consultants are accepted by the APADCL.

- 4.4 No change shall be made in the approved drawing and specifications at site without the consent of the APADCL.
- 4.5 The Consultants agree that the various drawings and designs prepared for this work shall be the property of APADCL and shall not be used for any other purpose without the consent of the APADCL.

5. Responsibilities of the APADCL

- 5.1 APADCL shall perform all obligations required as the owner of the works, in order to enable the Consultant to successfully perform its obligation under this contract. Obligations of APADCL shall generally be as follows:
 - 5.1.1 The APADCL shall ensure free access for the Consultant's personnel to the project area subject to the normal security practices of the APADCL.
 - 5.1.2 The APADCL shall authorize the Consultant's personnel for hiring / purchasing any special construction aids or tools that may be necessary for quick and efficient completion of the works, on terms and conditions mutually agreed upon.
 - 5.1.3 The APADCL shall act on recommendations made by the Consultant expeditiously and ensure early settlement of bills preferred/certified by the Consultants and accepted by the APADCL.
 - 5.1.4 All work agreements shall be entered into directly by APADCL with the Contractors. A Senior Engineer of the Consultants shall be designated as the Engineer-in-Charge for managing the works contracts, on behalf of APADCL. The APADCL shall depute an officer with sufficient powers for taking technical/financial decisions for keeping liaison with the Consultants and for looking after the progress of the implementation of the work.
 - 5.1.5 The APADCL shall review and approve or communicate their comments on technical documents such as drawings and specifications submitted by the Consultants for this purpose, as early as possible,

upon receipt from the Consultants. Any review of documents, if found necessary shall be conducted in a design conference to be convened by Consultants at a time and venue as mutually agreed upon from time to time.

6. KEY STAFF PROPOSED

Minimum:

1. One Manager having minimum 10yrs of Experience in Civil Engg and 2 years in Project Management. Qualification: B.E / B.Tech or above.
2. One Supervisor with not less than 8 years experience in Project Execution. Diploma in Civil or above.
3. One Quality Control/Assurance expert with min 8 yrs Experience (BE / B.Tech or above)
4. Staff for Supervision, Verification of GFC drawings viz., execution, Quality assurance/control at site / plants & Issuance of suitable certificates, verification of measurements and bills furnished by the contractors and recommendation for payments shall be deployed. Any suspension of works by more than 6hrs due to lack of supervision / quality approvals to carry-out further works / delay of contractor bill measurement verification by more than two working days will be treated as insufficiency of manpower deployed.
5. Also Project Management Consultancy may deploy any domain expert as per the requirement temporarily to fulfill the obligation of contract.

7. TERMS OF PAYMENT

- 7.1. The fees payable to consultant shall be paid in the following manner :
 - i. 90% of the fee on pro-rata basis of the total agreed cost over the period of completion of works. The payment will be released for the services actually offered at prorata basis, of the amount released by APADCL on the certified value of the main works executed.

- ii. 10% after the issuance of completion certificates of all works by APADCL.

The services, duties & responsibilities will include but not be limited to the

Following:

- 7.2 To see that all works are executed as per the approved Design, Drawings, BOQ and contract documents.
- 7.3 To monitor Quality Control and furnish necessary reports.
- 7.4 Represent the interest of APADCL vis-à-vis the Contractor in any manner related to the Construction and the proper execution thereof.
- 7.5 Supervise, & to monitor Quality Control and ensure all steps for effective and smooth execution of projects as per the guidelines and specifications with due instructions from APADCL Engineering Staff.
- 7.6 Should prepare Fortnight, Monthly, and Quality Assurance Reports and submit to the APADCL for the approval.
- 7.7 To ensure that the construction works are in accordance with the technical specifications, Construction Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor in compliance with the above stipulations particularly, in relation to contractors construction equipment and other resource deployment.
- 7.8 To conduct special tests of materials and/or completed works, order removal and substitution of improper materials and / or works as required
- 7.9 To supervise and check the operations, quality control of the works carried out under Contract.
- 7.10 Prepare quality reports fortnightly/monthly to furnish to Engineer-in-charge.
- 7.11 Ensure testing of material in the laboratory on the basis of the provisions in the contract and perform all laboratory and field testing

of materials and products needed to assure that the quality as specified in the contract documents is attained.

- 7.12 Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise all construction activities in accordance with the terms of the works contract with approval.
- 7.13 The technical persons engaged by agency should be physically present (not less than 60% of value of work) on all-important works like Signages, Electrical , fire fighting Public Health, Interior works, etc.,

8.1 Quality Assurance:

The tasks of the Q.A. personnel are as detailed below,

- a. Carry out pre-Construction Quality Assurance checks for all materials as per the relevant codes and mentioned in Technical specification.
- b. Carry out Quality Assurance checks during the Construction/ progress of works as per the relevant codes and Frequencies.
- c. Carry out Quality Assurance checks after construction (Post Construction checks.)
- d. Recording of various quality reports.
- e. The role of Quality Assurance consultant shall be conducting detailed checks of activities of construction right from the starting stage to the finishing stage. This would involve collection of samples and arrange testing. The consultant would be reporting to the APADCL through its reports.
- f. All the tests and quality assurance inspections would be conducted as per the laid down specifications.
- g. Establishment of central reporting station at Orvakal for all kinds of communication and weekly reporting to the CGM (Engg), APADCL for all types of quality tests. The QA reports shall be in technical, systematic, informative and qualitative manner.
- h. The team would be working at site for conducting QC tests.

- i. Field staff with required mobile testing equipment for onsite inspections.
- j. Including random checks of the works

The following tests to be conducted by the contractor under direct supervision of PMC at the frequency as per standards / on mutual agreement by the contractor, consultant and APADCL.

8.1 TESTS ON MATERIALS

1. Tests on Cement
 - a. Standard Consistency
 - b. Fineness
 - c. Initial and final setting times
 - d. Soundness
 - e. Compressive strength
 - f. Specific gravity
2. Tests on fine aggregate
3. Tests on coarse aggregate
4. Compressive strength of Concrete (Cubes)
5. Physical Test and Tension test on steel rods
6. All tests on Bricks
7. Concrete Mix design
8. Sieve Analysis of Fine and Coarse aggregates.
9. Tests on Soils:
 - I. Soil tests on bored samples including borings.
 - II. Pile load and plate load test.
 - III. Tests on undisturbed soil sample.
 - IV. Compaction tests (Standard and Heavy)
 - V. Consolidation test.
 - VI. Sieve analysis
 - VII. Hydro meter analysis

- VIII. Swelling pressure test.
- IX. Tests on disturbed samples.
- X. Shear tests
- XI. Unconfined compression test.
- XII. Liquid Limit and Plastic limit.
- 10. Tests on Concrete
 - a. Mix Design
 - b. Coarse and Fine Aggregate tests
 - c. Core Cutting Samples minimum of 3 for small roads and maintain frequency of tests according to the MORTH specifications.
- 11. Tests on Coarse Aggregates
 - A. Impact value
 - B. Crushing value
 - C. Los Angles abrasion
 - D. Flakiness / Elongation Index
 - E. Water absorption
 - F. Specific gravity
- 12. Tests on Fine Aggregates
 - a. Specific gravity,
 - b. Bulking
 - c. Density
 - d. Soundness tests 5 cycles
 - e. Material passing through 75 micron IS sieves
- 13.** In addition, the consultant need to check the manufactures test certificates for the materials like pipes & fittings, electrical items, steel, cement, accessories and pump and motors (for Grade) etc. The contractor will have to provide these certificates, to the consultants at the time of inspection.
 - a. The consultant shall faithfully conduct tests/checks and sampling required to be executed by them as per Andhra Pradesh Standard

specifications/IRC Specifications/ IE rules/ MORTH/MORD/ IS/PH&MED Specifications to the contractors.

- b. The Consultant shall be fully responsible for the authenticity of the test results and submit test results in original to the Managing Director ,APADCL, Vijayawada without any hindrance of work.
- c. The technical information such as the acceptable limits of the respective tests.
- d. Electrical items as per IS standards are applicable and as mentioned in the contract agreements

14. PROCEDURE OF INSPECTION

- 14.1 The field Quality Assurance staff headed by a Senior Manager/ Engineer would inspect the construction and other activities. Field Quality Assurance team would consist of Jr.Managers/Engineers from their respective disciplines. Chief General Manager (Engg) and the consultant must plan the activities in advance by coordinating with the contractor and in line with the approved schedule of the works. Any delay must be highlighted with reasons and need to be appraised to CGM (Engg) as per the agreed time periods.
- 14.2 After obtaining the approval for construction program and the work schedule from Chief General Manager (Engg) a joint visit of the APADCL Engineers to the sites for inspection and overall appraisal shall be undertaken.
- 14.3 All Tests, checks are to be carried out as per relevant IRC Codes and IS Specifications, APSS and as per IE rules, Agreements and Drawings for qualitative and quantitative analysis.
 1. The Consultant shall arrange its own transportation, accommodation, etc., for deploying its personnel to site and camp.
 2. The name of the personnel to be deployed along with their CV's shall be approved by the APADCL.
 3. The consultant shall submit and get approval of the inspection schedule from the Chief General Manager (Engg). The Consultant

- shall also develop the schedule of lab testing of all materials including steel Reinforcement, Concrete Cubes, Concrete Cores and BT Cores etc., well in advance and get it approved by Chief General Manager (Engg) and communicated to all concerned through electronic e-mail or electronic message to enable them to witness the tests at random.
4. The consultant shall bring to the notice of the CGM (Engg), GM (Engg) and PM (Engg) immediately, if any work is found, being executed with change of specifications and / or change of site without approval of competent Authority. If in his opinion it is found necessary to change specifications or modify design, the same shall be brought to the notice of Chief General Manager (Engg).
 5. After the work is completed, consultant shall issue final Quality Control report after due verification of various items of work. The final report shall consist of action taken report of site engineers if any on the earlier reports, lab and field test results of the finished products and general comments on overall quality of work based on visual inspection.
 6. Reports of material testing at site and lab should be provided by the consultant in two hard copies one each to APADCL and Contractor.
 7. The consultant shall visit the factory for inspection in respect of RCC pipes or any other item, on advice of APADCL. In case out of Andhra Pradesh, on reimbursement basis for travel, lodging, etc., at actual, and shall witness the tests conducted and the results shall be incorporated in the inspection report. The consultant shall inform to the Chief General Manager (Engg) and Project Manager APADCL whenever such inspections are planned. To ensure that the cement used in construction work should be fresh and not older than 3 months. It should be ascertained by the consultant and mentioned in the inspection report also.

8. From starting of work to the completion, photographs of work(s) should be taken in every visit at different stages and enclosed with the respective inspection reports
 9. The Consultant should devise completion schedule in consultation with the contractor and submit it to Chief General Manager (Engg) for approval. Drive the activities for completion with proactive approach.
 10. All the reports should be submitted in Soft as well as two sets of hard copies.
- 14.4 For every test field officer/ Site Engineer signature is essential.
- 14.5 Schedule for Completion of Assignment: The time schedule for completion of job is 3 (three) months from the date of assignment which may be extended maximum upto 3 (Three) months depending on the Project execution on similar monthly rates of initial term.

15. FORMATS

15.1 The work wise Inspection Reports shall include the following details:

- a. Inspection Report No.
- b. Name of the work
- c. Estimated Cost
- d. Name of the construction agency
- e. Work order No.
- f. Names of the In charge APADCL Engineers
- g. Observations, action taken on earlier observations, test results, remedial measures, suggestive measures
- h. Standard formats meeting the requirements of respective IS/IRC/MORTH standards shall be used for test reports (field tests as well as laboratory tests). While mentioning the strength/thickness/density etc the target values & tolerances (if any) as per specifications/IS/IRC/MORTH standards shall be mentioned.

15.2 Monthly abstracts shall incorporate the following:

- (a) Report for the month of -----
- (b) No. of works inspected

- (c) No. of visits made
 - (d) No. of Inspection reports submitted
 - (e) No. of final reports submitted
 - (f) No. of tests carried out category-wise
 - (g) No. of major adverse remarks made
 - (h) No. of tests failed to conform to standards
 - (i) No. of ATRs received from field Chief General Manager(Engg)
 - (j) Summary of observations
 - (k) Recommended remedial measures
- l) Monthly report shall contain copies of inspection reports where major adverse remarks are made and copies of test reports where test results failed to conform to the standards
- m) Consolidated Quarterly Report shall incorporate all information of monthly abstracts for that quarter.
- n) Annual Report shall incorporate the following:
- Annual summary
 - Copies all inspection reports
 - Copies of all test reports
 - Copies of all registers maintained

16. SUBMISSION OF REPORTS TO:

The consultant shall submit their reports of from time to time as follows:

- All work wise Inspection Reports to the Concerned Project Manager and Chief General Manager (Engg), APADCL and
- Final Reports and Fortnightly Abstracts to the Chief General Manager (Engg), APADCL.

17. Price & Payment Schedule

18. Consultancy fee:

The Consultant's fee for the PMC services will be paid for the period completed on pro-rata basis on the agreement value.

18.1 Payment Schedule:

The Consultant shall raise the invoice duly showing the Consultancy fee along with final report certifying the quality of work. The consultant shall submit the bills for each work wise to the concerned Chief General Manager (Engg) duly recorded by concerned APM and verified by the Project Manager for every one month.

18.2 Standard deductions:

Mandatory tax deductions as per the prevailing tax regimewill be deducted from the consultancy fee and a certificate will be issued to this effect.

19. Penalties: Bidder is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the Authority will reserve the right to levy Penalties on the Bidder.

- a) Insufficient reporting of MIS for two consecutive months– 2% of Monthly scheduled payment – Three notices from APADCL through e-mail / letter and unsatisfactory or no response to the notices within a week time from date of notices will attract this penalty.
- b) Insufficient quality monitoring for two consecutive months – 2% of Monthly scheduled payment – Three notices from APADCL through e-mail / letter and unsatisfactory reply to the notices with-in a week period of notices will attract this penalty.
- c) Improper quantification & certification for consecutive two months – 2% of Monthly scheduled payment – Three notices from APADCL through e-mail / letter and unsatisfactory or no response to the notices within a week time from date of notices will attract this penalty.
- d) In sufficient Manpower deployment for two consecutive months–2% of Monthly scheduled payment – Three notices from APADCL through e-mail / letter and unsatisfactory or no response to the notices within a week time from date of notices will attract this penalty.

2. CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings:

- a. “Applicable Law” means the laws of India and the State of Andhra Pradesh and APADCL, Vijayawada.
- b. “APADCL” or “Employer” means the Managing Director, APADCL, Vijayawada.
- c. “Consultant” means the agency which has entered into contract with APADCL to provide 3rd Party QC Services.
- d. “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents of such signed Contract;
- e. “GC” means these General Conditions of Contract;
- f. “Government” means Government of Andhra Pradesh or APADCL as appropriate to the context;
- g. “Local currency” means Indian Rupees;
- h. “Party” means the APADCL or the Consultants, as the case may be, and Parties means both of them;
- i. “Personnel” means persons hired by the Consultants or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- j. “Services” means the work to be performed by the Consultants pursuant to this contract as described in TOR.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

1.3. Language - English

1.4 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person or by email to an authorized representative of the party to whom the communication is addressed as indicated in the agreement.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the APADCL or the Consultants shall be taken or executed by the authorized representative of consultant.

2. COMMENCEMENTS, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Commencement of Services

The Consultants shall begin carrying of the services immediately after issue of Letter of Acceptance.

2.2 Modification: Modification of the terms and conditions of this contract, including any modification of the scope of the services or of the contract price, may only be made by written agreement between the APADCL and the consultant.

2.3 Force Majeure

2.3.1 The Terms and conditions mutually agreed upon this contract shall be subject to Force Majeure

2.3.2 Neither APADCL nor the consultant shall be considered as default in the performance of its obligations here under for such period, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, general strike, epidemic, accident, fire, wind, flood, earthquake or because of any law or order proclamation, regulation or ordinance by any government or of any sub division thereof or an order by court of law, any act of god and state or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

- 2.3.3 Should one or both the parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one month, the parties shall consult with each other regarding future implications on this contract.
- 2.3.4 In the event of force Majeure both parties shall put in their best efforts towards resumption of the works at the earliest and shall put in their best efforts towards mitigating the cost incurred by the other party.

2.4. Termination.

2.4.1. By the APADCL

The APADCL may terminate this contract, by serving, not less than thirty (30) days written notice of termination to the consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) below

- (a) If the consultants do not provide acceptable reply for the failure in the performance of their obligation under the contract, within thirty (30) days of receipt after being notified or within such further period as the APADCL may have subsequently approved in writing.
- (b) If the consultants become insolvent or bankrupt.
- (c) If the consultants, in the judgment of the APADCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (d) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days.

For the purpose of this clause “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection or in contract execution.

“Fraudulent Practice” means misrepresentation of facts in order to influence the selection process or the execution of contract to the

detriment of the APADCL and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the APADCL of the benefits of free and open competition.

2.4.2. By the Consultants

The consultants may terminate this contract, by serving, not less than thirty (30) days written notice to the APADCL, such notice to be given after the occurrence of any of the events specified below:

- (a) If, as the result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less than thirty (30) days.
- (b) If the APADCL do not remedy the failure in the performance of their obligations under the contact, within thirty (30) days of receipt after being notified or within such further period as the consultancy may have subsequently modified in writing.

2.4.3. Payment upon Termination:

If the contract is terminated under clause 2.4.1(a) to (c), all amounts due to the consultants till the date of termination including bid security will be forfeited. If the contract is terminated under clause 2.4.1(d) or 2.4.2 (a)& (b), all amounts due to the consultants till the date of termination and bid security will be released.

3.0 OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultant shall perform the PMC Services for all works or as specified by the APADCL. The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate methods. The Consultants shall always act, in respect of any matter relating to this contract or to the

services, as faithful advisers to the APADCL. The consultant shall take all steps to take action in accordance with the agreement of works contract between APADCL and works contractor.

3.2 Conflict of Interests

The consultancy fee of the consultants pursuant to the agreement shall constitute the consultants sole consultancy fee in connection with this contract or the services, and the consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract.

3.3 Confidentiality

The consultants, and the personnel of either of them shall not, either during the term or within one (1) year after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this contract, or the APADCLs business or operations without the prior written consent of the APADCL.

3.4 Consultants actions requiring APADCLs Prior Approval

The Consultant has to obtain prior written approval from the APADCL

- i) For conducting special tests at any recognized laboratories at no extra cost and owning the responsibility for the correctness of the report
- ii) For engaging any retired / in service Government engineers of Andhra Pradesh.

3.5 Reporting system

The Consultants shall submit the test reports with their remarks directly to the APADCLs representative as per TOR. The Consultant would collect the information from the project site through detailed formats by carrying out relevant tests and base information and shall submit the same along with data to the APADCL's representative. All the work wise information would be documented in a register.

3.6 Documents prepared by the consultants shall be the property of the APADCL. All reports and other documents submitted by the consultants would remain the property of the APADCL.

4.0 CONSULTANTS PERSONNEL

As per the terms of reference adequate manpower would be deputed on the project site to carryout necessary tests and preparation of reports. The consultant would depute adequate manpower and other resources at respective locations based on work load and specific requirement. All the liabilities of manpower working on the project would be with consultant.

5.0 SETTLEMENT OF DISPUTES

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

Claims up to a value of Rs. 50,000/- MANAGING DIRECTOR,
APADCL

Claims more than Rs 50,000/- Civil Courts at Vijayawada.

The contractor shall make a reference for adjudication under these clauses within Six Months from the date of occurrence of the event in writing to CGM (Engg).

6.0 Indemnity:

In case the quality of any work is found inferior during the Quality check by the APADCL's QC wing or State Vigilance department or by any authority deputed by the Government, where the consultants have passed satisfactory remarks in their inspection reports, the entire consultancy fee payable at that particular point of time excluding applicable taxes will be recovered from the consultant along with a penalty of 10% of the remaining consultancy fee. The consultant shall execute indemnity bond to this effect.

7.0 Reporting System

Documentation of yearly work-wise final sets of reports along with photographs taken before, during and after execution with both soft

and hard copies in three sets would be submitted to the APADCL after completion of financial year or the job whichever is earlier.

8.0 Other Conditions:

- 8.1 The consultant's reporting shall be of recommendatory in nature informing the APADCL about the quality of materials, based on test results and field observations.
- 8.2 The construction schedule of various works for which quality inspection is required will be given to the consultants by the respective Chief General Manager (Engg) 15 days in advance. The program of critical activities to be executed for the consequent month will also be given 15 days in advance.
- 8.3 In case of emergency, consultant should submit specific report of that concerned work as indicated by the APADCL.

9. Period of Agreement:

Three months from the date of entering into the agreement which can be extended to such duration as felt by APADCL from time to time up-to maximum of Three months depending on the Project execution on similar agreed rates of initial terms.

**B.Cover Letter for Bid Submission
(On Firm’s letter head)**

To
The Managing Director,
APADCL, Vijayawada.

Sir

Sub: - Submission of “Request for Proposal for selection of Project Management Consultant for the works of Kurnool Greenfield no frills Airport in Kurnool District, Andhra Pradesh.

I / We.....Consultant/consultancy firm/ organization herewith enclose Technical & Financial Bid for selection of my/ our firm as consultant for Project Management Consultancy Services for all the worksof “Kurnool Airport”.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption as applicable as per the law of the land i.e., “Prevention of Corruption Act 1988”

Yours faithfully,

Signature-----

Full name

Address

Authorized

Representative

Annexure - 1**C. Form of Undertaking**

Bidder should provide an undertaking in the format given below on the letter head of the bidder's organization.

[On the letter head of the organization]

It is certified that the information furnished here in and as per the proposal / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the tender document, Annexure thereto and addendums. We understand that any additional conditions, variations, deviations, assumptions if any, found in our proposal shall not be given effect to and shall not be binding on the Authority in case our proposal is accepted.

We also hereby declare that this firm has not been black-listed or prohibited from submission of any tender floated by any Govt organization or its authority either in India or in any other country.

Dated this ____ day of _____ 2020

Signature

(Bidder Seal)

In the capacity of

Signed by duly authorized signatory of the bidder's firm.

D. Annexures

FORM – 1: DETAILS OF ASSIGNMENTS OF SIMILAR NATURE (PMC) SUCCESSFULLY COMPLETED IN GOVERNMENT SECTOR DURING LAST 3 YEARS

S.No.	Description Assignment	Employer	Cost of Assignmen t	Period of Assignme nt	Date of Commence ment	Date of Completi on
1	2	3	4	5	6	7

Note: Please attach certificates from the employer by way of documentary proof (issued by the officer of rank not below the rank of Executive Engineer, Chief General Manager (Engg) or equivalent and counter signed by the Superior officer).

Authorized Signature

Annexure - 1**FORM – 2: TURNOVER DETAILS****Name of the Firm:****ANNUAL TURNOVER ON CONSULTANCY WORKS:**

SN #	Financial Year	Annual Turnover
1		
2		
3		
4		
5		
	Total	

Chartered Accountant**Authorized Signatory**

Annexure - 1

**FORM -3 : KEY PERSONNEL
COMPOSITON OF THE TEAM PERSONNEL AND THE TASK PROPOSED
TO ASSIGN**

Technical / Managerial Staff

S.No.	Name	Position	Task Assignment

Support staff

S.No.	Name	Position	Task Assignment

Authorized Signature

FORM – 4: CURRICULUM VITAE
SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS
OFCONSULTANT’S TEAM

1. Name :
2. Date of Birth :
Profession / Present Designation
3. :
Years with firm / :
4. Organization year
5. Area of Specialization :
6. Proposed position in the Team :

7. Key qualification :

(Under this heading, give outline of staff member’s experience and training most pertinent to assigned work on proposed team Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half a page)

8. Education:

(Under this heading, summarize college / University and other specialized education of staff member, giving names of schools / colleges etc. date attended and degrees obtained. Use up to a quarter pages)

9. Experience:

(Under this heading, list of all positions held by staff members since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last five years for B.E civil and B.E Electronics & Eight years for D.C.E. also give types of activities performed and APADCL ref

10. Language:

(Indicate proficiency in speaking, reading and writing of each language by "good" or "poor")

Date

Authorized Signature

FORM-5 :FORM OF AGREEMENT

Agreement No. /2020 - 2021dt..10-.2020.

This agreement is made on this day of (MONTH) of **2020**
between:

Managing Director APADCL, Vijayawada [name and address of Employer]
(herein after called “the Employer”) of the one part,

AND

[Name and address of Contractor] (Here in after called “the Consultant” of the
other part).

Whereas the Employer is desirous that the Contractor may execute the
Consulting Services for Project Management Consultancy for the works
of Kurnool Greenfield No-frills Airport in Kurnool District, Andhra
Pradesh [name and identification number of Contract] (hereinafter called “the
Consultancy”) and the Employer has accepted the Bid submitted by the
Consultant for the execution and completion of consultancy works **at ____%**
in Nos -----in words of the approx. value including
GST of works worth Rs.26.28 Cr related to Airport construction.

1. Set out below are the terms and conditions under which (Name of
Consultant) has agreed to carryout for (NAME OF CLIENT) the above
mentioned assignment specified in the attached Terms of Reference
2. For administrative purposes the CGM (Engg), APADCL has been
assigned to administer the assignment and to provide (NAME OF
CONSULTANT) with all relevant information needed to carry out the
assignment. The services will be required for all Engineering works of
Orvakal Airport.
3. The MANAGING DIRECTOR, APADCL, may find it necessary to
postpone or cancel the assignment and/ or shorten or extend its

duration. In such case, every effort will be made to inform the firm, as early as possible, by notice of any changes.

4. In the event of termination, the (NAME OF CONSULTANTS) shall be paid for the services rendered for carrying out the assignment up-to the date of termination, and the (NAME OFCONSULTANTS) will provide prescribed report or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination, to CGM (Engg).
5. The services to be performed, the estimated time to be spent, and the reports to be submitted should be in accordance with the attached TOR.
6. This Agreement and its meaning and interpretation and the relation between the parties shall be governed by the laws of India.
7. The consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which results from the fault of (NAME OF CONSULTANTS) or its staff.
8. The (NAME OF CONSULTANTS) shall provide the (NAME OF CLIENT) with certification thereof upon request.
9. The (NAME OF CONSULTANTS) shall indemnify and hold harmless the APADCL employees, against any and all claims, demands, and/or judgments of any nature brought against APADCL arising out of the services by the (NAME OF CONSULTANTS) under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.
10. The consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or

services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

11. The Consultant undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regards to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
12. The Consultant will not assign this Contract or sub-contract or any portion of it to any third party without the Client's prior written consent.
13. The (NAME OF CONSULTANTS) shall pay all applicable taxes, duties fee, levies and other impositions levied under the Applicable laws and the Client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.
14. The (NAME OF CONSULTANTS) agree that all knowledge and information not within the public domain which may be acquired while carrying out this Agreement, shall be, for all time and for all purpose (except when it is required to be disclosed by law), regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Managing Director , APADCL, Vijayawada or any other officer authorized by Managing Director , APADCL.
15. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred to adjudication/ arbitration in accordance with Arbitration & Conciliation Act 1996.
16. In case of abandonment of the work by (NAME OF CONSULTANTS),the CGM (APADCL) will have a right to forfeit the earnest money deposited by the firm.
17. All the terms and condition will be strictly followed as per details prescribed in the RFP document.

18. The quantity of work can be increased or decreased by the Client, and the payment will be done on the prorated basis (as per financial offer).

Place: Vijayawada

Date:

**(Signature & Name of the
Authorized
Client's Representative)**

**(Signature of
Representative on behalf of Consultant)**

**NIT No.3 /APADCL/PMC/Kurnool Airport /2020-21 dated
08.10.2020 of the Managing Director, APADCL**

Request for Proposal for selection of a Project Management Consultant for the works of Kurnool Greenfield no frills Airport in Kurnool District, Andhra Pradesh.

Name of the Bidder:

_____ is authorized to submit the Commercial Bid on behalf of M/S _____ for the subjected services.

I / we are _____ agreed to take -up the assignment of Project Management Consultancy for the works of Kurnool Greenfield no frills Airport in Kurnool District, Andhra Pradesh ” as per the conditions, standard specifications, rules, regulations, etc ., stipulated in the tender at _____ % (in nos) _____
_____(In words) including GST of the total value of works **Rs. 26.28crores**(value of works to be certified by the agency) related to Kurnool Airport construction