



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

RFP No. 4 /APADCL/E&M Services / Kurnool Airport/2021-22 dated 23.02.2021

**Name of work: Providing Engineering and Technical Maintenance services at
Kurnool Airport**

**Managing Director & CEO
Andhra Pradesh Airports Development Corporation Limited
1st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
E-mail: mdapadcl@gmail.com**

GOVERNMENT OF ANDHRA PRADESH

I N D E X

S. No	DETAILS	Page No.
1.	A. Information connected to the Work	3
2.	B. Key Information & Dates	8
3.	C. General instructions to bidder	10
	1. Terms of References (TOR)	18
	2. General conditions of contract	28
	3. Special conditions	68
4.	Bill of Quantities	77
5.	Price Bid	86
6.	Annexure-1	87
7.	FORM-1	91
8.	FORM-2	92
9.	FORM-3	93
10.	FORM-4	94
11.	FORM-5	95
12.	FORM-6	98
13.	FORM-7	100
14.	Formats of Securities	101

A. Information connected to the work

Name of work: Providing Engineering and Technical Maintenance services at Kurnool Airport

Request for proposal is invited from reputed agencies experienced in offering Engineering and Technical Maintenance services to Govt Departments/ Similar aviation Projects in India such as

All major and minor maintenance of air field, buildings and Engineering Assets City side

Garbage collections and disposal, Repainting of Runway, Taxiway, apron markings

Location of the work: Orvakal in Kurnool district (A.P).Airport area located near Orvakal, 25 KM from Kurnool city towards chittoor NH 40- Construction of Greenfield Airport.

The Broad technical information of airport is as follows

Kurnool Airport – Infrastructure details

A. Admin Building :

1. No.of Floors : 03
2. No.of Rooms : 20
3. No.of Shafts : 03
4. No.of Steps : 41
5. CFT parking capacity : 03
6. No.of Toilets : 06
7. Overall floor area : 971.82 Sqm

B. Passenger Terminal Building :

1. No.of floors : 01
2. No.of Rooms : 20
3. No.of toilets : 11
4. Overall floor area : 1515.86 Sqm
5. No.of Ramps : 04

C. ATC Tower :

1. No.of Floors : 06
2. No.of Rooms : 06
3. No.of Toilets : 10
4. No.of Shafts : 04
5. No.of Steps : 100
6. No.of Lifts : 01
7. Overall floor area:402.88 Sqm

D. Electrical Sub-Station:

1. No.of floors : 01
2. No.of Rooms : 06
3. No.of Ramps : 02

4. Overall floor area : 260.59 Sqm

E. Over Head Tank :

1. Area = $9.0 \times 9.0 = 81.00$ Sqm
2. No.of Steps = 45
3. No. of Tanks = 01

F. UG Tank & Pump Room :

1. No.of Sumps = 02
2. Area of Sumps = $9.53 \times 5.80 = 55.27$ Sqm
3. No.of Pump sets = 05
4. No.of Steps = 27
5. No.of Ramps = 01
6. Overall Area = 125.88 Sqm

G. Police Barrack :

1. No.of Rooms = 11
2. No.of Toilets = 06
3. Overall floor area = 547.77 Sqm

H. Armoury Building :

1. No.of Room : 04
2. No.of toilets : 01
3. No.of Security Posts : 4
4. Overall Floor area : 107.69 Sqm

I. Addl VIP lounge :

1. No.of Rooms = 02
2. No.of Toilets = 03
3. Overall Floor Area = 106.37 Sqm

J. Airstaff Backup Room :

1. No.of Rooms = 01
2. No.of Toilets = 01
3. Overall floor area = 203.00 Sqm

K. Cooling Pit

1. No.of Rooms = 01
2. Overall floor area = 124.10 Sqm

L. Watch towers

1. Watch tower area = 30.30 Sqm
2. No.of Watch towers = 08
3. Overall area = 242.40 Sqm

M. GSE Area

1. GSE Area = 484 Sqm

N. Boundary wall

1. Boundary wall = 9055.84 Meters
2. Operation Boundary wall = 751.27 Meters

O. Barbed wire fencing

1. Fencing poles = 8900 Meters

P. Parking Area

1. Area = 2028.00 Sqm

Q. Roads & Runway

1. Apron = 28704.20 Sqm
2. Runway = 63600.00 Sqm
3. Runway Shoulders (Both sides) =254400.00 Sqm
4. RESA @10 = 8100.00 Sqm
5. RESA @28 = 21600.00Sqm
6. Isolation bay = 9896.00 Sqm
7. Taxiway (Alpha) = 4050.30 Sqm
8. Taxiway (Beta) = 4374.60 Sqm
9. Connecting road to Isolation bay = 675.00Sqm
10. Pathway from PTB to Parking = 276.00 Sqm
11. CFR Road = 2992.5 Sqm
12. Approach road = 17625.00 Sqm
13. Internal road = 10875.00 Sqm
14. Internal road to Parking = 82.50 Sqm
15. Peripheral road1 =2358.00 Sqm
16. Peripheral road 2 = 1537.50 Sqm
17. Peripheral road 3 = 20722.50 Sqm
18. Peripheral road 4 = 1571.30 Sqm
19. Peripheral road 5 = 267.20 Sqm
20. Connection Road-A1 = 393.90 Sqm
21. Connection Road-A2 = 322.20 Sqm
22. Connection Road-A3 = 303.00 Sqm
23. Connection Road-A4 = 391.90 Sqm
24. Connection Road-A5 = 1175.00 Sqm
25. Connection Road-A6 = 714.40 Sqm
26. Connection Road-A7 = 111.00 Sqm
27. Connection Road-B1 = 345.00 Sqm
28. Connection Road-B2 = 538.50 Sqm
29. Connection Road-B3 = 101.30 Sqm
30. Connection Road-B4 = 338.40 Sqm
31. Connection Road-B5 = 89.60 Sqm
32. Connection Road-B6 = 844.10 Sqm
33. Connection Road-B7 = 141.80 Sqm

MEP Maintenance details

1. CCTV Surviliance

1. No.of IP-Cameras = 81
2. No.of NVR's = 03
3. No.of 8-Port GigabitePoE Switches-19
4. 24-Port Gigabit PoE Switches-04
5. 32" Monitors - 03
6. Make = Honeywell

2. Access control System

1. No.of Systems = 06
2. Make = Honeywell
- 3. Public Addressable Systems**
 1. No.of amplifiers = 02
 2. No.of Speakers = 86
 3. Make = Bosch
- 4. Fire Fighting**
 1. No.of Sprinklers =150
 2. Pump sets
 1. Electric Driven Main fire pump-01
 2. Diesel Engine Driven main fire pump-01
 3. Electric Driven Pressurization pump(Jockey Pump)-01
 4. Electric driven Terrace pump-01
 5. Fire Hydrants-05
 6. Fire extinguishers
 - a. ABC – 8
 - b. Co2 – 8
 - c. DCP – 8
 3. Fire Alarm System-02
 4. No.of Smoke detectors -87
 5. No.of Heat detectors – 03
- 5. Server , Data & Voice Networking**
 1. BSNL landline/Data – 100Mbps
 2. CiTrans 610A-8D – Fiber home-01
 3. Tp-Link 24-Port Gigabit Switch-01
 4. Building to building Intercom – 500Meters
 5. 24-Port Switches-3
 6. EPABX – Server based IP System-1
 7. Digital Phone(32Key)-1
 8. Digital Phones(12Key)-10
 9. Analog phones-45
 10. Sonic Firewall TZ-600(Fire wall routers)-02

Scope of Work: -

The selected Agency shall carry out the functions of “Engineering and Technical Maintenance services at Kurnool Airport” of the Airport in accordance with this Agreement and if required, modify, or otherwise make improvements with consent of the authority, to the Airport to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice.

Role and functions of Agency

The roles and functions of the Agency shall include:

- a. Painting for runway, taxiways, apron, isolation bay etc.
- b. Maintenance of storm water drains, culverts, sewage drains, manholes etc.
- c. Periodical cleaning of underground tanks, OHT, sump etc.
- d. Periodical cleaning of septic tank.
- e. Maintenance of water supply firefighting pipe line systems, monitoring daily water supply and related activities.
- f. Maintenance of infrastructure and systems
- g. Civil items maintenance of PTB, Administrative building, ATC tower, substation, pump room, underground tanks and OHT.
- h. complying with Safety Requirements in accordance with DGCA / BCAS requirements;
- i. maintenance of all Infrastructure of the airport efficiently and in accordance with Good Industry Practice;
- j. maintaining punctuality and reliability in operating the Airport;
- k. All maintenance such as roads & repairs to buildings, & Apron/ Runway/ Taxiway pavements repairs, markings and their repainting, boundary wall painting etc will be made by Authority. Maintenance of equipment, electrical insulations, firefighting systems, motors, water sources and water pipe line(both air sides & city sides)

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 Providing Engineering and Technical Maintenance services at Kurnool Airport
3.	Publication Date	:	23.02.2021
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 . The fee should be posted in APADCL account or /original DD received on or before 28.2.2021
5.	Contact person for clarification or any queries	:	Chief General Manager (Eng.), APADCL 1st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456. Email ID: gmenggapadcl@gmail.com ; Ph. No: 8790773209/9493980456
6.	Estimate Contract Value		Rs. 81,67,245 (Rupees Eighty one lakhs sixty seven thousand two hundred and forty five only)
7.	Last date for submission of Bids	:	Up to 14:00 hrs on 02-03-2021 at O/o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
8.	Bid Security /Earnest Money Deposit	:	Rs 81,672.45 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
9.	Opening of Technical Bids	:	Up to 15:00 hrs on 02-03-2021 at O/o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
10.	Date, Time & Venue for the opening of Financial / commercial Bid	:	Up to 15:00 hrs on 05-03-2021 at o Managing Director, Andhra Pradesh Airports Development Corporation Ltd., 1 st floor, Anjaneya Towers, Ibrahimpatnam, Vijayawada-521456.
11.	Period of contract	:	1 Year, extendable to two years

12	Joint Venture		Permitted
13	The Maintenance agency should have a security clearance from Bureau of civil aviation security, Ministry of civil aviation joint venture with a license holding agency		(copy to be enclosed)
14.	Bid Validity		90days from Bid submission

C. General Instruction to Bidders

1. 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.	<p>The bidder should be either a single legal entity or a consortium of such legal entities registered in India.</p> <p>In case of consortium, the applicant consortium shall submit a valid agreement among the members.</p> <p>The maximum number of members allowed in a consortium is three (3) including Lead member. All the consortium members shall be jointly & severally liable.</p>	<p>In case of Single Bidder.</p> <p>Copy of valid Certificate issued by competent authority in India.</p> <p>In case of Consortium:</p> <p>Copy of valid certificate issued by competent authority in India by each of the Consortium members.</p> <p>Valid agreement on INR 100/- Stamp Paper concluded among all the members of the consortium, specifying their respective roles, duly stamped and signed by the Authorized Signatories of the companies under consortium dated prior to the submission of bid</p>
2.	<p>The Bidder should have a total annual turnover of not less than INR 150.00lakhs(Rupees One fifty lakhs only) in any of the last three financial years ending on 31.03.2020.</p>	<p>A Certificate duly certified by the statutory auditor of the Bidder clearly mentioning the annual turnover of the bidder in India or abroad</p> <p>Audited financial statements reflecting overall turnover for the last three financial years ending on 31.03.2020ie., FY2017-18, 201819, 2019-20.</p> <p>** In case the audited statements for F.Y. 2019-20are not available, provisional financial statement duly certified by the statutory auditor / Chartered accountant of the bidder shall be submitted.</p> <p>*Financial turnover of previous years shall be given a weightage of 10% per year to bring them to 2019-20price level.</p>
3.	<p>As on submission of the proposal, the 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.</p>	<p>An undertaking in the prescribed format (as per Annexure-1), the firm is not blacklisted any of the central/state/PSUs in India or Abroad.</p>
4.	<p>The bidder should have Valid PAN, GST registration in India.</p>	<p>Certified copy of valid PAN, GST registration certificates issued by competent authorities in India.</p>

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.	3 years Experience in the field of Maintenance Services	Maintenance services for Engineering work in similar Infrastructure projects to be furnished.
7.	The bidder should have completed <u>Maintenance services for similar nature of works valued not less than Rs.50.00lakhs(Rupees Fifty lakhs only) in any one of the last three financial years. The date of completion must be in between 1st April 2017 & 31st March 2020</u>	*Self-attested award letter must be in between 1 st April 2017 & 31 st March 2020. *Completion certificates issued by Client on account of services in between 1 st Apr 2017 & 31 st March 2020.
8.	Bid Security Rs. 81,673 /- (Rupees Eighty one thousand six hundred seventy three)	Rs. 81,673 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
9.	IT returns for FY 2017-18, 2018-19, 2019-20	Self-attested copies.
10	Key personnel 1. One Electronics & communication Engineer having minimum 5yrs of Experience in Electrical & Electronics Engg B.E / B.Tech or above. 2. One Civil Engineer having minimum 5yrs of Experience - Diploma in Civil or above. 3. One Electrical Engineer having minimum 5yrs of Experience - Diploma in Electrical Diploma or above. 4. One Electronics/IT Engineer having minimum 5yrs of Experience – Electronics/IT Diploma or above 5. Skilled labour- 6 Nos 6. Semi-skilled labour – 2 Nos 7. Unskilled labour -6 Nos	Qualification certificates & Experience certificates as per format-3 and 4

2. Details of trained and Skilled/Semi skilled/Unskilled manpower for Engineering works maintenance to be provided by the Maintenance agency at Kurnool Airport.is as per bid document

Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

Bidders should have experience at least for the last 3 (three) year in the field of Maintenance services for Engineering work of similar projects to be furnished.

- a. The bidder should have provided Maintenance services for similar nature of works of value not less than **Rs.50.00 lakhs(Rupees Fifty lakhs only)** in any one financial year during the last three financial years. the date of Completion must be in between 1stApril 2017 & 31st March 2020
3. **Checklist of enclosures (Mandatory):-**
 - i. 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
 - ii. Bid Security **Rs. 81,673 /-** 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
 - iii. Copy of self-attested PAN:
 - iv. Copies of self-attested ITR for FY 2017-18, 2018-19, 2019-20.
 - v. Copy of self-attested GST registration:
 - vi. Copies of self-attested audited Turnover for FY 2017-18, 2018-19, 2019-20.
 - vii. Experience Certificate in similar nature of works:
 - viii. Copy of valid Registration Certificate issued by competent authority in India/AP .
 - ix. 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.
 - x. Key Personnel in
 1. One Electronics & communication Engineer having minimum 5yrs of Experience in Electrical & Electronics Engg B.E / B.Tech or above.
 2. One Civil Engineer having minimum 5yrs of Experience - Diploma in Civil or above.
 3. One Electrical Engineer having minimum 5yrs of Experience - Diploma in Electrical Diploma or above.
 4. One Electronics/IT Engineer having minimum 5yrs of Experience – Electronics/IT Diploma or above
 5. Skilled labour- 6 Nos
 6. Semi-skilled labour – 2 Nos
 7. Unskilled labour -6 Nos

- Xi 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:

- a. In support of qualifying criteria, the details and certificates are to be furnished as per the annexure's available in the tender schedules.
- b. 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.
- c. 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.
- d. The bidder should submit a copy of PAN CARD and Income Tax returns for the period i.e., last Three years specified above.
- e. Sub-Contracting is not allowed without written consent of the APADCL.
- f. In case of no show of any bidders for the proposed tendering process, APADCL reserves the right to relax the conditions uniformly in relation to the 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.
- g. The dates stipulated in the RFP are firm and under no circumstances they will be relaxed unless officially extended.

4. Manpower Requirement:

The Agency 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 3 and 4 to be furnished accordingly.

5. Bid Security & Performance Security:

The bidder shall furnish bid Security **Rs. 81,673** /- 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 90 days from the bid due date. The Authority reserves the rights to reject a bid offering validity period less than 90 days as non-responsive, without any correspondence.

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:

A. General Conditions of Contract

(i) Terms of Reference

(ii) Conditions of Contract

(iii) Special Conditions

B. Schedule-A

C. Price bid

D. Cover letter for Bid Submission.

E. Form of Undertaking

F. Annexures

Form – 1: Details of Assignments of Similar Nature

Form – 2: Turnover Details

Form –3: Key Personnel

Form – 4: Curriculum Viate

Form –5: Form of Agreement

Form –6 : Power of Attorney for signing the bid

Form –7 : State of Legal capacity

Formats for Bid Security

Submission of the proposals: The proposals shall be submitted in two parts viz., Part I- 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 furnished

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 with in 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 envelops 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 services may be increased or decreased and the payment will be released for the services actually offered by the appointed Agency at prorata basis, of the amount released by APADCL on the certified value of the maintenance 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 less rate quoted in words will be treated as the offer.

14. Enclosures:

A. General Conditions of Contract

- i. Terms of Reference
- ii. Conditions of Contract
- iii. Special Conditions

B. Schedule-A

C. Price bid

D. Cover letter for Bid Submission.

E. Form of Undertaking

F. Annexures

Form – 1: Details of Assignments of Similar Nature

Form – 2: Turnover Details

Form –3: Key Personnel

Form – 4: Curriculum Viate

Form –5: Form of Agreement

Form –6 : Power of Attorney for signing the bid

Form –7 : State of Legal capacity

Formats for Bid Security

GENERAL CONDIONS OF CONTRACT

1. TERMS OF REFERENCE (TOR)

ARTICLE 1: Scope of the Operations and Maintenance

1. Scope

This TOR shall apply to Engineering and Technical operations and maintenance of the Airport.

The selected Agency shall carry out the functions of “Engineering and Technical Operations and Maintenance” of the Airport in accordance with this Agreement and if required, modify, or otherwise make improvements with consent of the authority, to the Airport to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice.

1.1 Definitions and interpretation

The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement. References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.

1.2 Role and functions of Agency

- a) Painting for runway, taxiways, apron, isolation bay etc.
- b) Maintenance of storm water drains, culverts, sewage drains, manholes etc.
- c) Periodical cleaning of underground tanks, OHT, sump etc.
- d) Periodical cleaning of septic tank.
- e) Maintenance of water supply firefighting pipe line systems, monitoring daily water supply and related activities.
- f) Maintenance of infrastructure and systems

- g) Civil items maintenance of PTB, Administrative building, ATC tower, substation, pump room, underground tanks and OHT.
- h) complying with Safety Requirements in accordance with DGCA / BCAS requirements;
- i) maintenance of all Infrastructure of the airport efficiently and in accordance with Good Industry Practice;
- j) maintaining punctuality and reliability in operating the Airport;
- k) All maintenance such as roads & repairs to buildings, & Apron/ Runway/ Taxiway pavements repairs, markings and their repainting, boundary wall painting etc will be made by Authority.maintenance of equipment, electrical insulations,fire fighting systems, motors, water sources and water pipe line(both air sides & city sides)

1.3 The Agency is supposed to provide following manpower;

1. Graduate Engineer (Electronics&communication /IT)	No.of.posts 1	Responsible for maintenance of CCTV, IT related, communication system, server room in coordination with APADCL Engineers.
2. Civil Engineers (minimum qualification diploma Engineer)	1	Responsible for all maintenance works of Airport Infrastructure under the guidance of APADCL Engineers
3. Electrical Engineers (minimum qualification diploma Electrical Engineer)	1	Responsible for all maintenance works of Airport Infrastructure under the guidance of APADCL Engineers.
4.Electronics/IT Engineers (minimum qualification diploma In IT/Electronics/&communication)	1	Responsible for all maintenance works of Airport Infrastructure under the guidance of APADCL Engineers.
5. Skilled Technicians	6	Responsible for taking up daily maintenance of civil works,water supply ,Electrical supply, Fire fighting system andother works under various heads of Engineering entrusted.
6. Semi Skilled	2	Should attend to the works entrusted to them as per requirement for the system maintenance and works under skilled Technicians.
7. Unskilled	6	Responsible of carrying out all works entrusted by Engineers/skilled technicians in Civil/Electrical/IT wings

1.4 Authority has right to select/reject the personals appointed by the Agency's: CV's approval leaves to be catered, no of shifts, uniform etc.

Note:

1. For all unskilled works preference must be given to local persons for deployment.
2. Agency has to submit following deliverables;

Fortnightly reports on availability / serviceability of items/ services mentioned in

- i. Monthly reports on availability / serviceability of items/ services mentioned in
- ii. Compliance report for Annex-1, 2 and schedule A.
- iii. Any non-conformity of i, ii, iii above will attract a penalty of 1.5 % of total monthly bill upto a maximum amount of Rs.10,000/- against each of sub-para i,ii,iii.
- iv. Monthly bills will be processed based on accepted deliverables and meeting other requirements eg., penalties etc.

1.5 The roles and functions of the Agency

All maintenance such as roads & repairs to buildings, & Apron/ Runway/ Taxiway pavements repairs, markings and their repainting, boundary wall painting etc will be made by Authority. Maintenance of equipment, electrical insulations, fire fighting systems, motors, water sources and water pipe line (both air sides & city sides)

1.6 Maintenance requirements

The Agency shall ensure that at all times during the Maintenance Period, the Airport conforms to the maintenance requirements set forth in Annex-II.

1.7 Safety, breakdowns and accidents

The Agency shall ensure safe conditions for the Users, and in the event of unsafe conditions, damage to Runway or taxiway, disruption in Airfield Lighting System, breakdowns and accidents, it shall follow the relevant operating procedures and undertake removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits, the standards prescribed in the relevant ICAO / DGCA Documents and Annexes and Good Industry Practice.

1.8 De-commissioning due to Emergency

- 1.8.1 If, in the reasonable opinion of the Agency, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Airport, the Agency shall be entitled to de-commission and close the whole or any part

of the Airport to Users for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Agency to the Authority without any delay, and the Agency shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

1.8.2 The Agency shall re-commission the Airport or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Agency to re-commission the Airport and shall notify the Authority of the same without any delay.

1.8.3 Any decommissioning or closure of any part of the Airport and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

1.8.4 No claim or compensation shall be due and payable to the Agency on account of de-commissioning or restricted use of the Airport or any part thereof during an Emergency or for reasons of national security and public interest.

1.9 Section closure

1.9.1 Save and except as approved by the authority, the Agency shall not close any section of the Airport for undertaking maintenance or repair works, not forming part of the Maintenance Program, except with the prior written approval from Authority.

1.9.2 The provisions of Clause 1.12.1 shall not apply to de-commissioning under Clause 1.13.1 or to closure of any section of the Airport for a period not exceeding 6 (six) hours in a day at any time of the day specified by authority as Off- Peak Period for this purpose.

1.10 Damages for breach of maintenance obligations

1.10.1 In the event that the Agency fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages from monthly bill, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Fee. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

1.10.2 Authority as its discretion can encash performance security in case the Agency fails to perform stipulated assignments for two consecutive months or three consecutive tasks assigned by authority in any month.

1.11 Authority's right to take remedial measures

In the event the Agency does not maintain and/or repair the Airport or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Program, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Agency, and to recover its cost from the Agency. In addition to the recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Agency to the Authority as Damages.

1.12 Overriding powers of the Authority

1.12.1 If in the reasonable opinion of the Authority, the Agency is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Agency to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

1.12.2 In the event that the Agency, upon notice fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Agency to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Agency in accordance with the provisions of clauses above along with the Damages specified therein.

1.12.3 In the event of a national emergency, civil commotion or any other act, the Authority may take over, or authorize any Designated GOI Agency to take over, the performance of any or all the obligations of the Agency to the extent deemed necessary by it, and exercise such control over the Airport or give such directions to the Agency as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. It is also agreed that the Agency shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

1.13 Modifications to the Airport

1.13.1 The Agency shall not carry out any modifications to the Airport assets, except where such modifications are necessary for the Airport to operate in conformity with the Master Plan, Specifications and Standards, Maintenance Requirements, Good Industry Practice, Applicable Laws and the provisions of this Agreement.

1.13.2 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply mutatis mutandis to the all Construction Works forming part of modification of the Airport.

1.14 Excuse from performance of obligations

The Agency shall not be considered in breach of its obligations under this Agreement if any part of the Airport is not available to Users on account of any of the following for the duration thereof:

1.14.1 An event of Force Majeure;

1.14.2 Measures taken to ensure the safe use of the Airport except when unsafe conditions occurred because of failure of the Agency to perform its obligations under this Agreement; or

1.14.3 Compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Airport.

1.14.4 Provided that any such non-availability and particulars thereof shall be notified by the Agency to the Authority and the Independent Engineer without any delay;

1.14.5 Provided further that the Agency shall keep all unaffected parts of the Airport open to traffic, provided they can be operated safely.

1.15. FORCE MAJEURE

1.15.1 The service provider or APADCL, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the service provider or APADCL, as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")

1.15.2 In this Agreement, no event or circumstance and/or no combination and circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:

1.15.3 Materially and adversely affects the performance of an obligation;

1.15.4 Are beyond the reasonable control of the affected Party;

1.15.5 Such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;

1.15.6 Do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder;

1.15.7 Which, by itself or consequently disables either party to perform its respective obligations under this agreement.

1.15.8 "Force Majeure Event" includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in RFP:

1.15.9 War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Engineering and Technical Maintenance services

- Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage affecting the Engineering and Technical Maintenance services

- Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Engineering and Technical Maintenance services

1.15.10 unless the source or cause of the explosion, contamination, radiation or hazard happens due to any act of the service provider or any Affiliate of the service provider or any Sub-Contractor of the service provider or any of their respective employees, servants or agents;

- ◆ Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the Engineering and Technical Maintenance services

- ◆ Any effect of the natural elements, including epidemic or plague, lighting, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or ornado, affecting the Engineering and Technical Maintenance services
- Explosion (other than a nuclear explosion or an explosion resulting from an act of war) affecting the Engineering and Technical Maintenance services

1.15.11 Any even or circumstances of a nature analogous to any events set forth in paragraphs (a) to (g) of this Clause.

1.16 Procedure for Force Majeure

1.16.1 If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:

1.16.2 That the Force Majeure Event(s) that has occurred;

1.16.3 The obligation(s) affected

1.16.4 The dates of commencement and estimated cessation of such event of Force Majeure; and

1.16.5 The manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this Agreement.

1.16.6 The nature and extent of relief sought if any. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

1.16.7 The affected Party shall have the right to suspend the performance of the obligation(s) affected, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with Clause above. The affected party, to the extent rendered unable to perform its obligations or part thereof under this Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

1.16.8 The time granted for performance of any obligation or compliance and for the exercise of any right by the Party affected by Force Majeure Event, shall be extended over the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before them event of Force Majeure Event.

1.16.9 Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

1.16.10 The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, all the Parties to this Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Clause regarding dispute settlement.

- 1.16.11 It is clarified that the agreement period shall be deemed to have been extended by a period which shall be equal to the duration for which such Force Majeure Event continued and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure Event

1.17 Maintenance of City Side Development

The Parties expressly agree that the provisions of this article shall also apply to City Side Development; however, that the Agency agrees and undertakes to maintain City Side Development at all times in accordance with Good Industry Practice and Applicable Laws.

In case any new structure is created in future, Agency is entitled to claim for additional services, authority shall consider paying on proportional basis

ANNEXURE –I: PREVENTIVE MAINTENANCE

1. Agency must frame the preventive maintenance schedules (to be approved by authority within 15 days of the commencement of the work) and implement the same to avoid any downgrading of infrastructures / facilities with respect to civil/mechanical/electrical etc. The Preventive maintenance must include the serviceability of the systems provided as per best practices at his own cost and any deficiency found should be brought to notice of authority and restore the same as per breakdown maintenance norms. Depending upon severity of situation Agency must carry out immediate repair of facility to make that serviceable.
2. All airside markings on runway/ taxiway/ aprons shall be maintained in good visible condition and on need basis may be repainted for small portions, maximum once in every quarter of the year.
3. All paved areas must be checked on routine basis for cracks/ depressions/ potholes/ rutting/ bulging etc and suitable corrective actions must be taken by O&M Agency for minor nature of defects in consultations with authority. For avoidance of doubt minor nature means any isolated pot hole of runway/ taxiway or aprons, small crack/ isolated bulging not more than a 6 inch in diameter/ 12 inch in length etc. The O&M Agency must capture all such materials required for routine repair and restoration works and get them approved by authority in terms of methodology and specifications of the consumables.
4. The corrective methodologies must be approved by authority and implemented in the event of any Leakage / blockage etc in wash rooms/ kitchens/ commercial areas.

5. Functionality of general electrical equipment's eg fans/ ACs/ tube or LED lights

ANNEX – II: SPECIFICATIONS AND STANDARDS

1. The Agency must ensure IATA standard level “D” for passenger’s comfort.
 2. Adherence to DGCA/ BCAS/ AAI published regulatory requirement within scope of O&M contractor.
 3. Do running maintenance of solar panels under guidance of APADCL, as and when required.
 4. Use best practices to avoid bird hit incidents eg use of fire crackers during flight operation periods, at his own cost.
- 4.1 In case of any bird hit incident occurrence within airport premises a penalty of Rs.2000/- (two thousand) per incident will be imposed on the Agency.

2. GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The Engineer-in-charge of the work will provide instructions clarifying queries about the conditions of Contract.

1.2 **Engineer-in-charge of the above work is the Chief General Manager (Engg), APADCL, Vijayawada.**

2. Chief General Manager (Engg)'s Decisions:

2.1 Except where otherwise specifically stated, the **Chief General Manager (Engg)** will decide the contractual matters between the Corporation and the Contractor in the role representing the Corporation.

3. Delegation:

3.1 The Chief General Manager (Engg) may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Sub-contracting:

4.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing bids itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Bid Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, the Authority may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

5. Other Contractors:

5.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Corporation. The Contractor shall also provide facilities and services for them as directed by the Chief General Manager (Engg).

6. Personnel:

- 6.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Chief General Manager (Engg). The Chief General Manager (Engg) will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 6.2 Failure to employ the required technical personnel by the contractor will entail levy of penalties as determined by the Chief General Manager (Engg) besides recovery of wages.
- 6.3 The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.
- 6.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.
- 6.5 If the contractor fails to employ technical personnel the work will be suspended or Corporation will engage technical personnel and recover the cost thereof from the contractor.
- 6.6 If the Chief General Manager (Engg) asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

7. Contractor's Risks:

- 7.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Contractor.
8. To dispense with insuring all works of pred in view of govt. Orders deduction of 0.385% towards insurance component from the provision of 14% towards contractor's profit and overheads provision and the remaining percentage provision of 13.615% to be added in the data for all the works as per go.ms .no.34 dtd.26.03.2015 of pr&rd

9. Site Inspections:

9.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc. accordingly.

9.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

10. Contractor to Construct the Works:

10.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

11. Diversion of streams / Vagus / Drains.

11.1 The contractor shall at all time carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. The contractor at his cost shall form a temporary diversion where necessary. No extra payment shall be made for this work.

11.2 No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor is for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.

11.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Chief General Manager (Engg) technically substantiating the proposals and approval of the Chief General Manager (Engg) obtained for execution.

11.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

11.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.

12. Power Supply.

12.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Corporation for the cost of power consumed by him.

12.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

12.3 The power shall be used for bonafide Corporational work only.

13. Temporary Diversions (Works on Highways) (applicable to highways)

13.1 The contractor shall at all time carryout work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the contractor shall in accordance with the directions of the Chief General Manager (Engg) provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the highway.

13.2 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Chief General Manager (Engg).

13.3 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

14. Ramps:

Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

15. Monsoon Damages:

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Corporation. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, has to take all necessary precautions to protect the work done during the construction period.

16. The works to be Completed by the Intended Completion Date:

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Chief General Manager (Engg), and complete the work by the Intended Completion Date.

17. Safety:

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Discoveries:

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Chief General Manager (Engg) of such discoveries and carry out the Chief General Manager (Engg)'s instructions for dealing with them.

19. Possession of the Site.

19.1 The Corporation shall give possession of the site to the Contractor. If possession of a part site is given, the Corporation will ensure that the part site so handed over is amenable to carry out the work at site by the Contractor.

20. Access to the Site:

20.1 The Contractor shall provide the Chief General Manager (Engg) and any person authorized by the Chief General Manager (Engg), access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

21. Instructions:

21.1 The Contractor shall carry out all instructions of the Chief General Manager (Engg) and comply with all the applicable local laws where the Site is located.

22. Settlement of disputes:

22.1 If any dispute of difference of any kind whatsoever arises between the Corporation and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Chief General Manager (Engg) who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Chief General Manager (Engg) the Contractor shall promptly proceed without delay to comply with such notice of decision.

22.2 If the Chief General Manager (Engg) fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Chief General Manager (Engg), the Contractor may within thirty days after receiving the notice of decision appeal to the Managing Director, APADCL who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Corporation shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Managing Director, APADCL in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Corporation has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Corporation fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs.50,000/- and below by way of Arbitration.

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

- a) Claims up to a value of Rupees 50,000/-.
Managing Director in the same Corporation].

All claims of above Rs.50, 000/- are to be settled by a Civil Court of competent jurisdiction by way of civil suit and not by arbitration.

The contractor shall make a reference for adjudication under this clause within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

23. Suspension of works by the Contractor:

23.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Chief General Manager (Engg), or in the opinion of the Chief General Manager (Engg) shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause.27 of the APSS Chief General Manager (Engg) shall take action in accordance with **preliminary specifications to APDSS**.

23.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Chief General Manager (Engg) the Contract will be terminated under Clause of preliminary specifications to APDSS.

23.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause of preliminary specifications to APDSS.

24. Delays Ordered by the Chief General Manager (Engg):

24.1 The Chief General Manager (Engg) may instruct the Contractor to delay the start or progress of any activity within the Work.

25. Early Warning:

25.1 The contractor is to warn the Chief General Manager (Engg) at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

25.2 The Contractor shall cooperate with the Chief General Manager (Engg) in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Chief General Manager (Engg).

26. Management Meetings:

26.1 The Managing Director/Chief General Manager (Engg) may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

B. QUALITY CONTROL

27. Identifying Defects:

27.1 The Chief General Manager (Engg) shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Chief General Manager (Engg) may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

28. Tests:

28.1 If the Chief General Manager (Engg) instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

29. Correction of Defects:

29.1 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Chief General Manager (Engg)'s notice.

30. Uncorrected Defects:

30.1 If the contractor has not corrected the defect within the time specified in the Chief General Manager (Engg)'s notice, the Chief General

Manager (Engg) will assess the cost of having the defect corrected and the contractor will pay this amount.

30.2 The Chief General Manager (Engg) shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorized representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O.K. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.

30.3 The Chief General Manager (Engg) may also introduce check lists which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineers.

31. Quality Control:

In addition to the normal inspection by the regular staff in charge of the Construction of work, the work will also be inspected by the Chief General Manager (Engg) Quality control Corporation or by the State or District level Vigilance Cell Unit and any other authorized external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Chief General Manager (Engg)of the execution of the work.

For all works costing more than Rs.2.00 Crores the Contractor shall submit quality plan and also show proof of owning quality lab or tie-up with an established quality lab.

Note:-

The Contractor should make all arrangements for establishing lab with necessary equipment for conducting required material tests for all works. Some of the equipment are mentioned below:-

- i. Sieve analysis
- ii. Slump test
- iii. Aggregate impact value
- iv. Compressive testing machine
- v. Core cutters
- vi. Rebound hammer
- vii. Electronic weighing balance
- viii. ovens and
- ix. Cube sets etc., any other equipment as required during the execution of work.

Methods of sampling and analysis of concrete, method of tests for strength of concrete should be done as per IS 1199 – 1959, IS 516 – 1959 respectively. In addition to the other tests it is desirable to test the hardened concrete by taking core specimens periodically to assess the compressive strength of concrete casted.

C. Cost Control

32. Bill of Quantities:

32.1 The Bill of Quantities shall contain items for the Maintenance of work to be done by the Contractor.

32.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Bid percentage.

32.2.1 Purely new items, which do not correspond to any item in the Agreement.

32.2.2 The rates of all such items shall be Estimated Rates plus or minus overall Bid premium.

32.2.3 Additional extra quantities :

The Agreement rate of same item shall be considered.

33. Extra Items:

33.1 The contractor shall be bound to execute extra items of work as directed by the Chief General Manager (Engg). The Chief General Manager (Engg) as per the conditions of the Contract shall work out the rates for extra items and the same are binding on the Contractor.

33.2 The contractor shall before the 15th day of each month, submit in writing to the Chief General Manager (Engg) a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

34. ENTRUSTMENT OF ADDITIONAL ITEMS:

34.1.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for bids, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.

34.1.2 Entrustment of the additional items contingent on the main work will be authorized by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure laid down in the Clause No.38.2.

34.1.3 A Competent Authority shall subject to the provisions of the agreement enter into entrustment of either the additional or supplemental items after the bid is accepted. The Managing Director, APADCL being the authority next higher to the Chief General Manager (Engg) approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

35. Cash flow forecasts:

35.1 When the program is updated, the contractor is to provide the Chief General Manager (Engg) with an updated cash flow forecast.

36. Payment Certificates:

36.1 The Bidder shall submit to the Chief General Manager (Engg) monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

36.2 The Chief General Manager (Engg) shall check the Contractor's monthly statement within 14 days.

- 36.3 The Chief General Manager (Engg) shall determine the Services provided
- 36.4 The value of Services provided shall comprise the value of the quantities of the items in the Bill of Quantities completed.

37. Payments:

- 37.1 Payment for the Services provided by the Bidder will be made for the finished work based on the measurements recorded in measurement books by any officer of the Corporation not lower in rank than an Assistant Engineer and check measured by any officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site when the Corporation decides to suspend the work recording of measurements in the absence of the contractor or his authorized representative. The Corporation shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Corporation cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorized agent and check measure them even in the absence of the contractor.
- 37.2 The actual volume of stone and aggregates shall be computed after deducing the following percentages from the volume computed by stack measurements.

Sl. No	Standard size of aggregate and stone	Percentage reduction in volume computed by stack measurements to arrive at the volume to be paid for
1.	Stone	40
2.	40 mm and 25 mm	10
3.	20 mm, 12 mm, 10 mm	5
4.	& 6 mm	Nil
5.	Fine aggregate Gravel	20

37.3 Unless otherwise directed, measurements shall not be taken until sufficient materials for use on work have been collected and stacked. Immediately after measurement, the stack shall be marked by whitewash or other means as directed by the Chief General Manager (Engg)

38. PAYMENTS AND CERTIFICATES:

38.1.1 Payments shall be adjusted for recovery of advance payments in terms of bid conditions and security deposit for the due fulfillment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Chief General Manager (Engg), and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contractor under the certificate to be issued by the Chief General Manager (Engg). On completion of the entire works, the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and also a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security till all defects shall have been made good according to the true intent and meaning thereof.

38.1.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time thereafter from the deposits available with the Government.

38.1.3 Any recovery or recoveries advised by the Government or Corporation either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.

38.1.4 No claim shall be entertained, if the same is not represented in writing to the Chief General Manager (Engg) within 15 days of its occurrence.

- 38.1.5 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.
- 38.2 Intermediate Payments:
- 38.2.1 For intermediate Stage of work, only part rates as fixed by the Chief General Manager (Engg) will be paid.
- 38.2.2 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
- 38.2.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings.
- 38.2.4 For earth work in cutting 10% of the quantity will be with –held for intermediate payments and the same will be released after completing the work to the profiles as per drawings and disposal of the spoil material at the specified places and handing over the balance useful stone. For this purpose a length of 25 mts will be taken as a unit (For Road works only)
- 38.2.5 For earth work, embankment formation work, 10% of the quantity will be with –held for intermediate payments and the same will be released after completing the bund to the profiles as per drawings including trimming of side slopes and all other works contingent to the bund profile. For this purpose a length of 25 mts will be taken as a unit (For Road works only).
- 38.2.6 For the structure works either with masonry or concrete where the height of structure is more than 3 m, the quantities executed in the lower level will be withheld at the rate of one percent for every 3 m height, if the balance height 0 the structure more than 3 m in being over the executed level and the same will be released after the entire work is completed as certified by the Engineer –in Charge.(for road works only)

- 38.2.7 For C. M & C.D. works and for lining works, spread over more than 2 km, in length 5% of the concrete and masonry quantities will be withheld and the same will be released after the completion of all C. M & C.D. works and lining for the entire length certified by the Engineer –in Charge.(for road works only)
- 38.2.8 Where payment is intended for aggregates by Bill of quantities item based on stack measurement, 10% of the quantity measured will be withheld. No payment or advance will be made for un-fixed materials when the rates are for finished work in side. (for road works only).
- 38.2.9 In the tender 0.1% value of the estimated contract amount shall be shown under Part B towards corpus fund of NAC vide Go. MS. No. 27 dt. 29.06.2015 of transport roads and buildings (RIII) department.
- 38.2.10 The Contractor shall send their workmen for the training course offered by the National Academy of Construction for awarding Government works.

39. Interest on Money due to the Contractor:

- 39.1 No omission by the Chief General Manager (Engg) or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrears, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

40. Certificate of Completion of works:

- 40.1 Certificate of Completion of works:
- 40.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Chief General Manager (Engg) accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Chief General Manager (Engg) to issue a Certificate of completion in respect of the Works. The Chief General Manager (Engg) shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating

the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Chief General Manager (Engg)' opinion, required to be done by the Contractor before the issue of such Certificate. The Chief General Manager (Engg) shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty-one days of completion to the satisfaction of the Chief General Manager (Engg) of the Works so specified and making good of any defects so notified.

40.1.2 Similarly, the Contractor may request and the Chief General Manager (Engg) shall issue a Certificate of Completion in respect of:

- a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
- b) Any substantial part of the Permanent Works, which has been both, completed to the satisfaction of the Chief General Manager (Engg) and occupied or used by the Corporation.

40.1.3 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Chief General Manager (Engg) may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

41. Taxes included in the bid:

41.1 The percentage quoted by the contractor shall be deemed to be inclusive of all the Taxes excluding GST etc., and other taxes on all materials that the contractor will have to purchase for performance of this contract.

42. Price Adjustment: Price Adjustment will be allowed as per G.O.Ms. No.94/TR&B/(R.I)/Dept., Dt.16-4-2008 and as amended upto date by the Government.

43. Retention:

AS PER THE GO RT NO 266 DT 15.2.2021 OF FINANCE(HR-V-TFR-A&L-EWF)
DEPARTMENT

44. SECURITIES: AS PER THE RELEVANT GOVERNMENT OF AP GOS

44.1 The Earnest Money Deposit and Additional Security (for discount bid percentage beyond 25%) shall be provided to the Corporation not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Corporation. The Earnest Money shall be valid until a date 28 days from the date of expiry of Period of contract and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion. And as per the relavantgos issued from time to time

45. Cost of Repairs:

45.1 The Contractor at the Contractor's cost shall remedy loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods if the loss or damage arises from the Contractor's acts or omissions. Further any repairs to be attended to correct the defects, such costs shall borne by the contractor.

D. FINISHING THE CONTRACT

46. Completion:

46.1 The Contractor shall request the Chief General Manager (Engg) to issue a Certificate of completion of the Works and the Chief General Manager (Engg) will do so upon deciding that the agreement time is completed

47. Taking Over:

47.1 The Corporation shall takes over the Site and the Works within seven days of the Chief General Manager (Engg) issuing a certificate of Completion of agreement

48. Final Account:

48.1 The Contractor shall supply to the Chief General Manager (Engg) a detailed account of the total amount that the Contractor considers payable under the Contract. **If the delay taken place due to any un-**

avoidable reason, the Contractor is not entitled to claim any revision or damages.

49. Termination:

49.1 The Corporation may terminate the Contract if the contractor causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following.

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Chief General Manager (Engg).
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Chief General Manager (Engg) gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Chief General Manager (Engg); and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days by not deploying manpower action will be initiated as per clause 62 (c) .
- f) If the contractor, in the judgment of the Corporation has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment o the Government and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

49.3 Notwithstanding the above the Corporation may terminate the contract for convenience.

49.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

50. Payment upon Termination:

50.1 Consequent to termination, the recoveries shall be affected as per clauses under PS to APDSS in addition to the recoveries as per the contract.

51. Release from Performance:

51.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Corporation or the Contractor the Chief General Manager (Engg) shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

E. SPECIAL CONDITIONS

52. Water Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

53. Electrical Power:

The Contractors will have to make their own arrangements for drawing electric power from the power lines after obtaining permission from the APTRANSCO/APSPDCL as applicable at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the Corporation arranges the supply, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Corporation for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafide Corporational works only.

53.1 Electric Power for Domestic Supply:

- a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the APTRANSCO/APSPDCL as applicable from time to time.

- b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Chief General Manager (Engg). All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Chief General Manager (Engg).

54. Land:

54.1 Land for Contractor's use:

The contractor will be permitted to use Government land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, workshop or stores and for related activities. The Contractor shall apply to the Corporation within a reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The contractor at his own cost may acquire the same by private negotiations and no claim shall be admissible to him on this account.

The Chief General Manager (Engg) reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

54.2 Surrender of Occupied Land:

- a) The Government land as here in before mentioned shall be surrendered to the Chief General Manager (Engg) within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer

than the Chief General Manager (Engg) shall deem necessary and the contractor shall on the receipt of due notice from the Chief General Manager (Engg), vacate and surrender the land which the Chief General Manager (Engg) may certify as no longer required by the Contractor for the purpose of the work.

- b) The contractor shall make good to the satisfaction of the Chief General Manager (Engg) any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Chief General Manager (Engg) on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Chief General Manager (Engg). The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

54.3 Contractor not to dispose off Spoil etc. :-

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Corporation may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

55. Roads:

In addition to existing public roads and roads Constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Chief General Manager (Engg). The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

56. Payment for Camp Construction:

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the bided rate for the various items of work in the schedule of quantities and bids.

57. Explosive And Fuel Storage Tanks:

No explosive shall be stored within ½ (half) KM of the limit of the campsites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Andhra Pradesh State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

58. Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Chief General Manager (Engg), deliver to the Chief General Manager (Engg) a written in detail, in such form and at such intervals as the Chief General Manager (Engg) may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information in respect of Contractor's Equipment as the Chief General Manager (Engg) may require.

58.1 Transportation of Labour:

- I. The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.
- II. The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the Corporation from and against all claims, penalties which may be suffered by the Corporation or any person employed by the Corporation by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Chief General Manager (Engg) concerned before commencement of work.

59. Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary

and shall comply with directions issued by the Chief General Manager (Engg) or on his behalf from time to time and at all times.

2. Providing protective footwear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective headgear to workers at places like underground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply workmen with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

60. Fair Wage Clause:

1. The contractor shall pay not less than fair wages to labourers engaged by him on the work.
2. "Fair" wages means wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.
3. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection

with the said work, as if the labourers had been directly employed by him.

4. In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Chief General Manager (Engg).
5. The Chief General Manager (Engg) shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt from time to time without prejudice to his right to claim indemnity from his sub-contractors.
7. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour Corporation along with the bid or at the time of agreement.
8. Any violation of the conditions above shall be deemed to be a breach of his contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Chief General Manager (Engg) in writing.
11. Labourcess will be adopted as per Memo No 636/Reforms-A1/2008 dt 08.06.2011 of Principal Secretary to Government(P)

Name of contractor..... S/o. _____ aged _____
 _____ Resident of _____ do hereby bind myself to pay all the claims may come (a) under workmen's Compensation Act. 1933 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie. Failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, affected from any of my assets with the Corporations.

61. Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Corporation indemnified in case any action is taken against Corporation by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Chief General Manager (Engg)/Corporation shall have the right to deduct any money due to the contractor including his amount of performance security. The Corporation/ Chief General Manager (Engg) shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Corporation.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the Corporation of the Corporation at any point of time.

62. Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

- (a) **Workmen compensation Act 1923:** The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) **Employees P.F. and Miscellaneous provision Act 1952:** The Act provides for monthly contributions by the Corporation plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Corporation by Law. The Principal Corporation is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Corporation if they employ 20 or more contract labour.
- (f) **Minimum wages Act 1948:** The Corporation is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.

- (g) **Payment of wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Corporation on matters provided in the Act and does the designated Authority certify the same.
- (l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Corporations. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all

other occupations and processes; Employment Child Labour is prohibited in Building and Construction Industry.

- (n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979:** The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) **The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996:** All the establishments who carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Corporation of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Corporation to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

63. Liabilities of the Contractor:

63.1 Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Chief General Manager (Engg) of the Corporation the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Govt. as a consequence of Govt. failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.

63.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Chief General Manager (Engg) to retain such sum of money which may in the opinion of the Chief General Manager (Engg) be sufficient to meet such liability. The opinion of the Chief General Manager (Engg) shall be final in regard to all matters arising under this clause.

63.3 The contractor shall at all times indemnify the Govt. of A.P against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

64. Contractor's Staff, Representatives and Labour:

- (a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.
- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Chief General Manager (Engg) in prescribed Proforma as he may require to assess and ensure the proper progress of work.
- (c) If the contractor does not employ the technical person agreed to on the work a fine of Rs.25, 000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.

65. Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.

66. Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

67. Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Chief General Manager (Engg) and
- (iii) The construction programme given by the Contractor and agreed upon by the Chief General Manager (Engg) envisages such night working or working during Sundays or authorised holidays.

68. Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Chief General Manager (Engg) before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Chief General Manager (Engg), the Contractor can use the sites accordingly.

69. Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the

contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

70. Plant and Equipment:

70.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

70.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the Corporation does not undertake responsibility towards their supply.

70.3 The Corporation shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the Corporation and the Corporation cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the Corporational machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the Corporation. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Chief General Manager (Engg) at the time of supply of the machinery.

70.4 The acceptance of Corporational machinery on hire is optional to the contractor.

71. Steel forms:

Steel forms should be used for all items involving and use of centering and shuttering shall be single plane without any dents and undulations.

72. Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Chief General Manager (Engg) may direct the

contractor to remove such materials or may undertake the job at the cost of the contractor.

73. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Chief General Manager (Engg), or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Chief General Manager (Engg) shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Such action shall be treated as Fraudulent Activity and strict action shall be taken against the erring Agency and all the Conditions Precedent for such Activity as discussed in this Agreement shall be revoked even to the extent of Termination. Chief General Manager (Engg) shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

74. Contract documents and materials to be treated as confidential:

The contractor shall consider all documents, correspondences, decisions and orders, concerning the contract as confidential and/or restricted in nature and he shall not divulge or allow access to them by any unauthorized person.

75. General obligations of Contractor:

75.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

75.2 The contractor shall promptly inform the Corporation and the Chief General Manager (Engg) of any error, omission, and fault and to the defect in the design of or specifications for the works, which are discovered when reviewing the contract documents, or in the process of execution of the works.

75.3 If Contractor believes that a decision taken by the Chief General Manager (Engg) was either outside the authority given to the Chief General Manager (Engg) by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Chief General Manager (Engg)'s decisions.

75.4 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

76. Security measures:

- a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
- c) All vehicles used by the contractor shall be clearly marked with contractor's name.
- d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.
- e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- f) Separate payment will not be made for provision of security services.

77. Firefighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel

and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

- b) Separate payment will not be made for the provision of fire prevention measures.

78. Sanitation:

THE CONTRACTOR SHALL IMPLEMENT THE SANITARY AND WATCH AND WARD RULES AND REGULATIONS AS PER THE GO RT NO 121 DT 19.4.2020 OF TRANSPORT, ROADS AND BUILDINGS(R.II) DEPARTMENT. GO RT No 239 DT 16.4.2020 OF HEALTH,MEDICAL AND FAMILYWELFARE(B2) DEPARTMENT .

79. Training of personnel:

The contractor, shall, if and as directed by the Chief General Manager (Engg) provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the Chief General Manager (Engg) in consultation with the contractor will draw up the training schemes.

80. Ecological balance:

- a) The contractor shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.
 - i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Chief General Manager (Engg).

- ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The Chief General Manager (Engg) will permit the removal of trees and shrubs only after prior approval. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Chief General Manager (Engg). Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs are restored as nearly as practicable without delay to their original condition at the contractor's expense.
- (iii) The contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Chief General Manager (Engg).
- (iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during this operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be

permitted only when atmospheric conditions for burning are considered favorable.

- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Chief General Manager (Engg) at the cost of the Contractor, Orders of the Chief General Manager (Engg) in this respect would be final and binding on the contractor.

81. Preservation of existing vegetation:

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Chief General Manager (Engg). The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling trees authorised for removal to avoid any unnecessary damages to vegetation and trees that are to remain in place and to structures under construction or in existence and to workmen.
- b) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Chief General Manager (Engg). No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If the contractor does not hand over any produce from such cutting to the Government, he shall be charged for the same at the rates to be decided by the Chief General Manager (Engg). The recovery of this amount shall be made in full from the intermediate bill that follows.
- c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourers to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

82. Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Chief General Manager (Engg) shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the Corporation exceeds any payment due to the contractor the difference shall be a debt payable to the Corporation. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period delay.

83. Access to the contractor's books:

Whenever it is considered necessary by the Chief General Manager (Engg) to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Chief General Manager (Engg).

84. Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Chief General Manager (Engg) and the Chief General Manager (Engg)'s representative and by any other persons authorised by the Chief General Manager (Engg) in writing.

85. B.I.S. [I.S.I.] books and APSS to be kept at site:

A complete set of Indian Standard specification referred to in "Technical Specifications" and APDSS shall be kept at site for reference.

86. Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Corporation Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Chief General Manager (Engg) will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Chief General Manager (Engg).

87. Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Chief General Manager (Engg) will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorised and directed by the Chief General Manager (Engg) in writing.

The Chief General Manager (Engg) shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annul those portions of the specifications with which said changes do not conflict.

Chief General Manager (Engg)'s Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Chief General Manager (Engg), which shall be given in writing, shall be binding on the contractor.

88. Income tax:

- a) During the currency of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10, 000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.
- c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

89. Seigniorage charges will be recovered as per rules from the work bills of the contract or based on the theoretical requirement materials at the following rates as per GO Ms. No 100 of Industries and Commerce (MI) Dept Dated 31.10.2015. **and as per GO MS No 11 dt 11.2.2021** of Industries and Commerce (MI) Dept

S No.	Material	Seigniorage
1.	Sand	Rs 50.00 / cum.
2.	Metal	Rs 75.00 / cum.
3.	R.R. Stone for masonry	Rs 75.00 / cum.
4.	Revetment stone.	Rs 75.00 / cum.
5.	C.R.S. stone.	Rs 75.00 / cum.
6.	Gravel / Earth / Murram	Rs 30.00 / cum.

- 89.1 The rates are liable to be revised and amended from time to time by the State Government, by notification in the 'Andhra Pradesh Gazette'. If the revised Seigniorage fee is more than the above mentioned, the recovery from the contractor's bills is as per revised rates. The contractor have to obtain valid permits for collection of sand from the concerned authorities or otherwise penalty / recovery will be effected as per rules and procedure in vogue based on Govt., orders vide G.O.Ms.No.84, Industries & Commerce (M1) Dept dated 10.4.2007 or as amended up to date.

- 89.2 The contractor should produce a valid GST Certificate before the payment of the final bill; otherwise payment to the contractor will be withheld.

90. Supply of construction materials:

- i) The contractor has to make his own arrangements for procurements, supply and use of construction materials.
- ii) All materials so procured should confirm to the relevant specifications indicated in the bidding documents.
- iii) The contractor shall follow all regulations of the Corporation/ Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
- iv) The contractor shall make his own arrangements for adequate storage of the materials.

2.0 DISCREPANCIES:

2.1 In case of discrepancies between documents the following order of procedure shall apply:-

2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

2.1.3 Drawings issued as construction drawings from time to time shall supersede bid drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor's responsibility only. Acceptance for such work will be at the discretion of the Chief General Manager (Engg).

3.0 SECRECY CLAUSE:

The drawings and specifications made available to the bidder shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

3. SPECIAL CONDITIONS

- 1. The following Special Conditions shall be read in conjunction with General Conditions of contract and amendments corrections thereto. If there are any provisions in these special conditions which are at variance with the provisions in the General Conditions of Contract, the provisions in these Additional Conditions shall take precedence.**
- 2. CONTRACT AGREEMENT: The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- and the cost of the stamp paper shall be borne by the Contractor.**

3. The contractor shall be required to produce samples of all building materials and fitting sufficiently in advance to obtain approval of the Engineer-In-Charge.
4. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
5. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
6. **REGULATIONS:**
 - 6.1 All men and vehicles will observe the regulations in force in the operational area and will do nothing to pose a danger to the aircraft and other operations. All vehicles will fly the mandatory red flag during day light hours and red lights during night while working in airport areas.
 - 6.2 All men and vehicles shall be permitted to enter the airport area only on possession of the security passes issued by Airport Security Officer. The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personnel concerned with their address and shall satisfy the Engineer- In-Charge who shall, at his discretion, have the right to recommend the issue of passes to control the admission of contractor his agents, his staff and workmen. The contractor shall ensure that his men will work in areas / zones allotted to them. Passes shall be deposited with Engineer-In-Charge on demand and in any case immediately after completion of work. The contractor, his staff / workmen shall observe all the rules promulgated from time to time by the concerned authorities such as probation of smoking and lighting, such of persons on entry and exit, keeping to specified routes etc., Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account, No time extension shall be granted and nothing extra shall

be payable by APADCL on account of working in restricted working conditions.

- 6.3 The Contractor is advised to obtain the police verification/passport for the important persons who are deployed in the Terminal Building and Operational Area.
 - 6.4 The Contractor has to make his own arrangement while Re-painting of Runway and Apron like water, power supply through DG set etc.
 - 6.5 The Contractor is advised to give prior intimation to electrical division when ever there is any excavation carried out with JCB in Operational area and whatever damages happen to CNS and electrical cables has to be rectified by Contractor himself.
7. **TESTING OF MATERIALS:**
- 7.1 Samples of various materials required for testing shall be provided free of charge by the Contractor. Charges for testing if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc., shall also be borne by the contractor himself.
 - 7.2 In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per APDSS etc., the higher of the two frequencies of testing shall be followed, and nothing extra shall be payable to the contractor on this account.
8. The contractor shall be responsible to arrange at his costs all necessary tools and plants required for execution of the work.
 9. The contractor shall provide at this own cost suitable lighting, manpower and measuring arrangements at site for checking the weight dimensions as may be necessary for execution of the work.
 10. The rate for all items of work, shall unless clearly specified otherwise include cost of all labour, material and other inputs involved in the execution of the item.

11. MANPOWER:

The contractor shall deploy manpower as specified in bid document Nothing extra other than the quoted percentage shall be paid by APADCL in this regard. The supervisor shall inspect the buildings and work sites regularly and arrange timely deployment of manpower and issue of materials. Proper records are to be maintained by him and shall be produced to the Engineer-in-charge or his authorized representative as and when called for.

12. RESTRICTED AREA:

IN CASE WORK IS TO BE CARRIED OUT IN RESTRICTED AREA, necessary passes shall be obtained by the contractor for his concerned laborers, supervisors etc., from the concerned authority. No extra payment shall be made by APADCL in this regard.

13. RESTRICTED WORKING HOURS:

In case normal working hours are reduced due to operational security requirement etc., no extra payment shall be admissible to the contractor but suitable extension of time shall be granted subject to verification of proper records of such restricted working hours maintained at site.

14. PERMISSIBLE TIME FOR ATTENDING WORKS:

14.1 Maintenance complaints shall be attended by the Contractor in totality to the entire satisfaction of the Complainer and Engineer-in-charge or his authorized representative within two days of their registration. However, for any emergency work, or providing proper services as water supply, drainage and sewer has to be attended immediately without loss of time. In case the contractor fails to do so the compensation as mentioned in clause 14.3 (below) shall be applicable. The decision of Engineer-In-Charge or his authorized representative shall be final and binding to the contractor.

14.2 In case of break down (minor) as so certified by the Engineer-in-charge or his authorized representative, the complaint shall be attended in totality to the entire satisfaction of the complainer and Engineer-in-charge or his authorized representative within 7 days of their registration.

14.3 The contractor shall be liable to pay compensation for delay if he fails to meet the conditions as stipulated in paras 14.1 and 14.2 @ Rs.500/- and Rs.100/- respectively per compliant per day.

14.4 In case of emergency the works may have to be completed within the time specified by Engineer-in-charge (after written instruction in the compliant register). In such situation contractor has to mobilize the men and machinery so as to complete the task within the stipulated time. In case of failure Engineer-in-charge shall execute the work as the situation demands to meet the emergency either departmentally or by engaging other agency and the excess cost whatsoever incurred over the original contractor's quoted rate shall be recovered from him.

15. ORDER FOR EXECUTING WORKS:

15.1 For ordering the various works on the contractor, a register of compliant / works shall be maintained at site at an appropriate location as directed by the Engineer-in-charge. Any day to day maintenance compliant, registered in this register by any APADCL employee of the station / Terminal Manager shall be attended and completed by the Contractor within the time schedule stipulated in condition 6 above.

15.2 For other maintenance / repair works or any other works within scope of this contract, description of each work along with the stipulated time of completion shall be entered in the register of compliant / work by the Engineer-in-charge or his authorized representative.

15.3 The contractor shall see the register every day and sign the same as a token of having received the work order.

16. LIASON WITH LOCAL BODIES:

16.1 It will be the responsibility of the contractor to liaise with the local bodies like electricity Board / authority, water supply / sanitation authority, Horticulture Department, Dog Animal squads etc. to get the emergency service attended immediately by the concerned agency at no extra cost.

17. POWER:

17.1 Necessary meter and connection from the source as approved by Engineer-in-charge shall be arranged by the Contractor. No extra

payment towards meter and connection arrangement shall be paid by APADCL.

17.2 Wherever APADCL electricity source is used by the contractor. Rs.11/-(Rupees Eleven only) per unit of meter reading or the charge as fixed by the local Electricity Board/Authority whichever is higher shall be recovered from the contractor from the running /final bill.

18. REDUCED RATE PAYMENT:

All works have to be carried out strictly as per APDSS standard contract specification and the drawings applicable to the contract. Any work found below specification and not as per the drawing is liable to be rejected. However, if any work is below specification but is technically acceptable as per the discretion of the Engineer in charge the same work will be considered for acceptance and will be paid at a reduced rate at the sole discretion of the Engineer in charge , and his decision will be final in this respect and no claim of the contractor shall be entertained in this regard at any stage.

19. INSPECTION OF SITE AND TESTING:

19.1 The Engineer-in-charge or his authorized representative shall have full power to inspect any portion of the work, examine the materials and workmanship at the contractors work or at any other place from where the material is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications.

19.2 Tests for the various items of material shall be performed at the contractor's works and test certificates furnished. The contractor shall permit the Engineer-in-charge or his authorized representative to be present during any or all the tests. After notification to the Engineer-in-charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-charge such tests and inspections as have been specified or as the Engineer-in-charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specification which shall be rectified by the contractor at no extra cost

and the contractor shall bear all the expenses for any further tests considered necessary.

19.3 All tools, instruments, plants and labour/operating personnel for the test shall be provided by the contractor at his own cost.

19.4 For any tests, as directed by the Engineer-in-charge, that have to be carried out at an outside laboratory, the cost of such tests, materials, transport, etc. shall be borne by the contractor.

20. SITE FOR STACKING FOR MATERIALS:

The contractor shall stack materials at the site of work strictly as per instructions of Engineer-in-charge keeping in view the operational requirements of the Airport. Nothing extra shall be payable for any extra lead involved in stacking the material at a reasonable distance away from the work place, on account of operational requirements and runway lights installations etc.

21. STANDARD OF WORKMANSHIP

To determine the acceptable standard of workmanship, the contractor shall execute the portion of the item of work as sample for approval of the Engineer-in-charge, before taking up the actual execution of particular item of work.

22. SITE PRECAUTIONS:

22.1 Any materials or T & P etc., found lying outside the sites approved by the Engineer-in-charge, shall be removed by the Engineer-in-charge at the risk and cost of the contractor.

22.2 When the contractor's equipment's or personnel requires to cross areas which are closed to aircraft operations, the contractor shall provide competent flagmen and at locations designated by the Engineer-in-charge to relay signals from airport traffic control to personnel wishing to cross such areas.

22.3 Every transport vehicle shall carry a permit issued by the Competent Authority concerned and shall be produced on demand by him or his authorized agent. All vehicles entering the airport limits shall follow the routes prescribed by the Authority of Airport for entering the areas and shall display red flags on top. No vehicle shall be allowed between sunset and sunrise, also during the day when visibility is 500 meter or less, within the Airport limits where motor vehicle act does not apply.

22.4 Contractor's tender including the letters of clarifications between the contractor and the APADCL prior to the award of contract shall

form a part of the tender documents to the extent they have been accepted by APADCL.

23.

- a) The building work will be carried out in the manner complying in all respects with the requirement of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- b) The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during execution of the work. Nothing extra will be payable on this account.

24. **ARRANGEMENT TO BE MADE BY THE CONTRACTOR AT SITE**

- 24.1 Necessary registers and stationeries required for entering data and test results shall be provided by the contractor duly printed at his own cost as directed by the Engineer-in-charge.

25. **RECOVERIES:**

- 25.1 In case the agency fails to provide the safety devices as specified above an amount of Rs.50/- per head per day
- 25.2 However, these recoveries as stipulated above do not relieve the contractor to pay, levy of compensation for delay, in case work is not completed within the stipulated time.

26. **SCOPE OF WORK;**

- 26.1 The work under this contract bill covers the following type of jobs: Different original works, renovation any addition and alteration and maintenance work as and when required. For any such work of estimated value more than Rs.50,000/- contractor shall be intimated separately for each and every work. Period of completion of such work would be mentioned there of, which will be reckoned from the third day from the date of intimation to the contractor. Contractor has to

complete the work in all respects to the satisfaction of EIC within the specified time period. In case of any delay, due to failure of contractor the levy of compensation will be applied as stipulated in contract.

26.2 Different original works, renovation works, additions and alterations and maintenance works as and when required.

26.3 The operation of the contract will be for a period of one year. However, performance of contractor would be reviewed after every quarter and in case performance is not up to mark found by EIC the action may be taken as per preliminary clauses of APDSS.

26.4 This contract being percentage contract the amount of work done may extend to any limit and contractor shall carry out the work at percentage quoted by him during the Period of operations of contract and nothing extra over and above the quoted percentage shall be payable to him for such works.

26.5 The AMC contractor is supposed to keep adequate manpower and materials to take up any emergency work. Being the airport

26.6 under operation any such emergency work are to be carried out within the shortest time possible. In order to have adequate manpower and materials APADCL desire to keep different contractor under AMC for various areas of Airports. So that different parties will be available to meet the emergency situations with cumulative work force and material. To meet the emergency situations APADCL has the full liberty to bring the other AMC contract agency working in other areas of the same airport to meet the exigency. In this case decision taken by the EIC will be final.

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, General and Special conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for bidding. The quantities here given are those upon which the lump sum bid cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or minus bid percentage quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Chief General Manager (Engg) may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, taxes and duties excluding GST together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the bid are liable to be altered during execution of work as per necessity of site conditions. The Bid percentage quoted by the bidder shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.

7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P.D. S. Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.

9. The Bidder should inspect and select the quarries of his choice before he quotes the bid percentage in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
11. In case of roads the quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
12. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the percentage quoted shall take into account the dewatering charges necessary. No separate payment will be made for dewatering.
13. Wherever embankment work is involved, useful soils approved by the Chief General Manager (Engg) from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
14. The quoted bid percentage shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Chief General Manager (Engg) from time to time. The quoted bid percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective

works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted percentage.

15. The Contractor shall ensure that, the quoted bid percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the bid percentage.
16. The special attention of the bidder is drawn to the conditions in the bid notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Andhra Pradesh and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
17. The bidder shall examine, closely the A.P.D.S.S. and also the standard preliminary specifications contained therein and sign the Chief General Manager's office copy of the APDSS and its addenda volume in token of such study before submitting his overall bid percentage which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful bidder. The APSS and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Chief General Manager, APADCL, Vijayawada.
18. The bidders attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS. Materials conforming to the Bureau of Indian Standards specifications, APDSS etc., shall be used on the work and the bidders shall quote his overall bid percentage accordingly.

19. The bidder has to do his own testing of materials and satisfy himself that they confirm to the specifications of respective BIS Codes before bidding. The test report of materials should be furnished to the Chief General Manager (Engg) of concerned for verification before the materials are used in the execution of works.
20. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Chief General Manager (Engg) in writing well before their use on the work.
21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The Corporation will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc., cement and steel
22. Inspection of site and quarries by the bidder: Every bidder is expected before quoting his overall bid percentage, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this bid notice, or as required by the Chief General Manager (Engg), in any case, shall be submitted for the Chief General Manager (Engg)'s approval before the supply to site of work is begun.
23. The bidder's particular attention is drawn to the sections and clauses in the A.P.D. standard specification dealing with
 - a) Test, inspection and rejection of defective materials and work.
 - b) Carriage
 - c) Construction plant
 - d) Water and lighting
 - e) Cleaning up during the progress and for delivery.
 - f) Accidents
 - g) Delays

h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall bid percentage he is bidding.

24. The estimate rates for items shown in the Schedule “A” include all construction materials. No escalation in rates will be paid unless specified in the bid document. The bidder has to quote an overall bid percentage considering all the aspects of the bid to complete the finished item of work as per the APDSS / B.I.S. specifications, the special specifications appended, Drawings etc.
25. If there is any contradiction between APDSS / and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
26. **The contractor should use the excavated useful soils for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost.**

The contractor should quote his bid percentage keeping in view of the above aspects and as per **G.O.Ms. No.94/TR&B/(R.I)/Dept., Dt.16-4-2008 and as amended upto date by the Government.** And ALL THE MATERIAL AND THE RATES ARE IN STRICT COMPLIANCE WITH APDSS STANDARDS

27. Additions and alternations by the Bidder in the Schedule of quantities will disqualify the bid.
28. In the case of discrepancies between the written description of the item in the Schedule “A” and the detailed description in the specification of the same item **in APDSS**, the latter shall be adopted.
29. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
30. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Chief General Manager (Engg) and

the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The Percentage Excess or less on ECV quoted are for works in situ and complete in every respect.

31. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be bid rates i.e., estimate rates plus or minus bid percentage.
32. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
33. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
34. The payment of rates for supplement items of work will be regulated as under.
 - a) Supplemental items directly deducible from similar items in the original agreement.
 - b) The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the bids are compared.
 - c) Quantities executed over and above the agreement quantities.
 - d) Purely new items which do not correspond to any item in the agreement.

The rate of all such items shall be estimated rates plus or minus overall bid percentage.

35. ENTRUSTMENT OF ADDITIONAL ITEMS.
 - a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor

dispensing with bids and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for bids approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.

- b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed in GO Ms. No. 1493 PWD, dated: 25.10.1971 and as amended in Govt. Memo number 544 cod 72-22 dt: 6.7.1973.
- c) Entrustment of either the additional supplemental items shall be further subject to the provisions under para 176(e) of APWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the bid's compared or if no such rate is available in the estimate the rate derived will be with reference to the schedule of rates adopted in the sanctioned estimate with which bids are compared.

BILL OF QUANTITIES**Part – I**

Name of work: - **Providing Engineering and Technical Maintenance services at Kurnool Airport**

Sl. No	Quantity	Description of work	Specification No. / APDS / S / BIS /	Unit In figures / words	Estimate Rate In figures / words	Amount in Rs.
			Separate Schedule – “A” (BOQ) enclosed			

TENDERER:

MANAGING DIRECTOR & CEO, APADCL

BILL OF QUANTITIES

Part-II

Name of work:- **Providing Engineering and Technical Maintenance services at Kurnool Airport**

- 1) GST :
GST will be applicable as per the instructions issued vide Govt. Memo No.47027/297/2017, Dated 13.09.2017 of Finance (FMU-WR-I) Dept and G O MS No dt 8.5.2018 of Finance (FMU-WR-I) Dept and as per amendments given by Government so far
- 2) Seignior age charges : **As per bid document**
- 3) **SSR adopted** : **2020-21**
- 4) The rates mentioned in Bill of Quantities (Part-I) are including overhead charges. The items covered under overhead charges are as per the MoRT&H Standard data book for analysis of rates (First revision).
- 5) As the overhead charges include engaging technical persons by the contractor and no reimbursement for these will be made separately.
- 6) If the contractor fails to employ technical persons, the work will be suspended or department will engage technical persons and recover the cost thereof from the contractor.

IMPORTANT NOTE

- 1 **The Corporation reserves the right to get the work done through the Contractor/Agency value of ECV/TCV as the case may be, in excess or less at the agreement rates and specifications as in schedule-A (BOQ) without any claim. The period of completion of work will be modified accordingly.**

PRICE BID

Name of work: **Request for proposal for Providing Engineering and Technical Maintenance services at Kurnool Airport**

Estimated Contract Value (ECV) (in figures & ,words) : Rs. 81,67,245 (INR)(Rupees Eighty one lakhs sixty seven thousand two hundred forty five only).

I, M/s. _____ do hereby express my willingness to execute the aforesaid work as per the conditions **of contract**, standards, specifications, rules, regulations, etc., stipulated in the bid documents.

at an overall bid percentage of _____ (in figures) _____ percent (in words)

Excess/Less on estimated contract value(ECV).**Same %ge will be applicable on other services also whenever it is finalized and escalation of cost if any)**

SIGNATURE, NAME OF THE BIDDER / AUTHORISED SIGNATORY.

(On Firm's letter head)

Annexure - 1

Letter comprising the bid

To

Managing Director, APADCL
1st Floor, Block A, Anjaneya Towers,
Ibrahimpattanam, Vijayawada, A.P- 521456.

Tele : _____

Web site: www.apadcl.com

E-mail: mdapadcl@gmail.com

Dated:

Sub: Providing Engineering and Technical Maintenance Services at Kurnool
Airport, Kurnool district, ANDHRA PRADESH

Dear Sir,

With reference to your Tender Document dated, I/we, having examined the Tender Document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants and award of the aforesaid project, and we certify that all information provided in the Application and in Forms is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying and award as a Bidder for providing Engineering and Technical Maintenance Services at Kurnool Airport, Kurnool district, ANDHRA PRADESH.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with the Tender Document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document, in respect of any tender or Tender Notice issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
8. I/ We declare that we or our associates are not a member of a/ any other consortium applying for pre-qualifications.
9. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/MD or any of our Chief Executive Officers/ managers/ employees.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification in terms of the provisions of this RFP DOCUMENT; I/We shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per format provided at Form-7 of the Tender Document, and duly signed, is enclosed. The power of attorney for

signing of application, as per formats provided at FORM-6 of the RFP DOCUMENT, is also enclosed.

14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into Maintenance contract agreement (The Agreement) in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully. I/We understand that except to the extent as expressly set forth in the "The Agreement", we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
16. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
17. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Indian Companies Act 2013, having its registered office and headquarters in India prior to execution of the MAINTENANCE contract agreement.
18. I/We agree and undertake to be jointly and severally liable for all the obligations in accordance with the RFP and Maintenancecontract agreement.
19. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. I/We agree to keep this offer valid for 90 days from the Bid Due Date specified in the TENDER DOCUMENT.
21. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

In witness there of, I/ We submit this application under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Applicant

Date:

Place:

Annexure – 1

Form –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, Forms 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 hereby also declare that this firm has not been block-listed or prohibited from submission of any tender floated by any Govt organization or it's authority either in India or in any other country

Dated this ____ day of _____ 2021

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure - 1**FORM – 1**

**ASSIGNMENT OF SIMILAR NATURE (Maintenance)
SUCCESSFULLY COMPLETED IN GOVERNMENT SECTOR DURING LAST 3
YEARS**

S.No.	Description Of Assignment	APADCL / Employer	Cost of Assignment	Period of Assignment	Date of Commencement	Date of Completion
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

Name of the Firm:

ANNUAL TURNOVER :

Sl #	Financial Year	Annual Turnover
1		
2		
3		
	Annual Turnover	

Chartered Accountant

Authorized Signatory

Annexure - 1**FORM -3**

**COMPOSITON OF THE TEAM PERSONNEL AND THE TASK WHICH WOULD
BE
ASSIGNED TO EACH TEAM MEMBER**

Technical / Managerial Staff

S.No.	Name	Position	Task Assignment

Support staff

S.No.	Name	Position	Task Assignment

Authorized Signature

Annexure - 1**FORM – 4****SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF AGENCY’S TEAM**

1. Name	:
2. Date of Birth	:
3. Profession / Present Designation :	
4. Years with firm / Organization	: year
5. Area of Specialization	:

6. Proposed position of 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 references, where appropriate. Use up to three quarters of a page)

10. Language :

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

Date

Authorized Signature

FORM -5

Annexure - 1

Form of Agreement

Agreement No. /2021 - 2022 dt. .02-.2021.

This agreement is made on this the day (MONTH) of **2021** between:
Chief General Manager (Engineering) APADCL, Vijayawada [name and address of Employer] (herein after called “the Employer”) of the one part,

AND

[Name and address of Contractor] (hereinafter called “the agency” of the other part).

Whereas the Employer is desirous that the Contractor execute the **Providing Engineering and Technical Maintenance services at Kurnool Airport in Kurnool District, Andhra Pradesh.**

[Name and identification number of Contract] (hereinafter called “the Agency”) and the Employer has accepted the Bid submitted by the Contractor for the execution and completion of Maintenance services of the works as per the conditions, standard specifications, rules, regulations, etc. ., stipulated in the tender , at percentage of (in figures) percent (in words) Excess/Less on estimated contract value(ECV).).**Same %ge will be applicable on other services also whenever it is finalized and escalation of cost if any)**

Set out below are the terms and conditions under which (Name of Agency) has agreed to carryout for (NAME OF CLIENT) the above mentioned assignment specified in the attached Terms of Reference

1. For administrative purposes the CGM (Engg), APADCL has been assigned to administer the assignment and to provide (NAME OF AGENCY) with all relevant information needed to carry out the assignment. The services will be required for all Engineering works of Orvakal Airport.
2. 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, notice of any changes.
3. In the event of termination, the (NAME OF AGENCY S) shall be paid for the services rendered for carrying out the assignment up-to the date of termination, and the (NAME OF AGENCY S) 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).
4. 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.

5. This Agreement and its meaning and interpretation and the relation between the parties shall be governed by the laws of India.
6. The Agency s 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 of damage to any property arising out of, or in connection with, the services which result from the fault of (NAME OF AGENCY S) or its staff.
7. The (NAME OF AGENCY S) shall provide the (NAME OF CLIENT) with certification thereof upon request.
8. The (NAME OF AGENCY S) 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 AGENCY S) under this Agreement. The obligation under this paragraph shall survive the termination of this agreement.
9. The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency , shall be disqualified from providing services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
10. The Agency undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard 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.
11. The Agency will not assign this Contract or sub-contract or any portion of it to any third party without the Client's prior written consent.
12. The (NAME OF AGENCY S) 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.
13. The (NAME OF AGENCY S) 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.
14. 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.

15. In case of abandonment of the work by (NAME OF AGENCY S). The CGM(APADCL), will have a right to forfeit the earnest money deposited by the firm.
16. All the terms and condition will be strictly followed as per detailed NIT.
17. The quantity of services can be increased or reduced by the Client, and the payment will be done on the prorate basis (as per financial offer)

Place: Vijayawada

Date:

FORM –6

Power of Attorney for signing of Application (on Rs 100/-stamp paper)

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (Name),..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for Providing Engineering and technical Maintenance services at Kurnool Airport, Kurnool district, ANDHRA PRADESH , including but not limited to signing and submission of all our applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

..... (Signature) (Name, Title and Address of the Attorney)

(Notarized)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM-7

Statement of Legal Capacity
(To be forwarded on the letterhead of the Applicant)

Ref:

Date:

Managing Director, APADCL
1st Floor, Block A, Anjaneya Towers,
Ibrahimpattanam, Vijayawada, A.P- 521456.
Tele: _____ Website: www.apadcl.com
E-mail: mdapadcl@gmail.com

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that will act as our representative and has been duly authorized to submit the TENDER DOCUMENT. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Signature

FORMATS OF SECURITIES

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS (Name of the Contractor)
(Here in after called "the Bidder") has submitted his bid response to NIT
No..... dated... for the work
"....."
(Name of work) (Here in after called "the bid").

KNOWN ALL MEN by these present that we
(Name and Address of Bank)
(hereinafter called "the Bank" are bound unto
/ (name of the designated PAO) in the sum of *
..... for which payment will and truly to be made to the said Corporation, the Bank binds
itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of200....

THE CONDITIONS of this obligation are:-
If after Bid opening the bidder withdraws or modifies his Bid during the period of bid validity
specified in the Form of Bid.

If the Bidder having been notified of the acceptance of his bid by the Corporation during the
period of validity.
fails or refuses to execute the Form of Agreement in accordance with the Instructions to
Bidders, if required; or
fails or refuses to furnish the balance EMD and additional performance Security in
accordance with the instructions of Bidders.

We undertake to pay to the Corporation up to the above amount upon receipt of his first
written demand, without the Corporation having to substantiate his demand, provided that in
his demand the Corporation will note the amount claimed by him is due to him owing to the
occurrence of one or both of the two conditions, specifying the occurred condition or
conditions.

This Guarantee will remain in force up to and including the date** after
the dead line for submission of Bids as such deadline is stated in the Instructions to Bids or as
it may be extended by the Corporation, notice of which extension(s) to the Bank is hereby
waived. Any demand in respect of this Guarantee should reach the Bank not later than the
above date.

DATE..... SIGNATURE OF THE BANK

WITNESS..... SEAL.....

(Signature, Name and Address)

* The Bidder should insert the amount of the EMD in words and figures denominated
in Indian Rupee. This figure should be the same as shown in the NIT.

** 6 months for the deadline date for submission of Bid. Date should be inserted by the Corporation before the Bid documents are issued.

PROFORMA

BANK GUARANTEE FOR BALANCE “E.M.D.”

_____ (name & address of Corporation)

WHEREAS _____

_____ (name and address of Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated: _____ to execute the work of _____ [name of work];

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed hereunder or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto i.e., until 2 months from the date of completion period.

Signature & seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

PROFORMA

BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

_____ (name and address of Corporation)

WHEREAS _____ (name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated: _____ to execute _____ [name of Contract and brief description of works] (hereinafter called "the Contractor");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as Additional further security bank guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] _____ [in words], such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and until 28 days from the date completion.

Signature & seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____