



**Andhra Pradesh Airports Development Corporation Limited**  
(A GOVERNMENT OF ANDHRA PRADESH UNDERTAKING)

**RFP No.13/Facility Mangmt services at KNL Airport/APADCL/2025-26, dt.13.10.2025**

**Request for Proposal (RFP)**

**Appointment of Contractor for Facility Management at Kurnool  
Airport in Andhra Pradesh (Recall)**

**October - 2025**

Issued by

AP Airports Development Corporation Ltd.,  
4th Floor, IHC Corporate Building, Mangalagiri, Guntur District –  
522503 Andhra Pradesh, India.

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## **Disclaimer**

This e-Bid document for “**Appointment of Contractor for Facility Management at Kurnool Airport in Andhra Pradesh (Recall)**” contains brief information about the scope of work and selection process for the Successful Bidder (or “**Contractor**”). The purpose of the e- Bid document is to provide the Bidder/ Contractor with information to assist the formulation of their application. The above-mentioned services as envisaged by the Authority will further be known as “**the Project**”

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition. Andhra Pradesh Airports Development Corporation Limited (APADCL) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

APADCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

APADCL reserves the right to accept or reject any or all applications without giving any reasons thereof. APADCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid

**Data Sheet**

| <b>Sl. No.</b> | <b>Particulars</b>                                                                                             | <b>Description</b>                                                                                                                                                                                                                                                                                                                                               |
|----------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | Name of Authority                                                                                              | Andhra Pradesh Airports Development Corporation Limited                                                                                                                                                                                                                                                                                                          |
| 2              | Name of the Bid                                                                                                | Appointment of Contractor for Facility Management at Kurnool Airport in Andhra Pradesh (Recall)                                                                                                                                                                                                                                                                  |
| 3              | Time period of Contract:                                                                                       | 12 months                                                                                                                                                                                                                                                                                                                                                        |
| 4              | Transaction Fee (Cost for downloading the Tender Document)                                                     | Rs.11,800/- to M/s. Vupadhi Techno Services Pvt. Ltd., Kunchanapalli, Tadepalli Mandal, Guntur District., by using Credit cards (Any MASTER /VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13 IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.                                                      |
| 5              | Tender Fee                                                                                                     | Rs. 50, 000 + 18% GST (59,000/-) in the form of Demand Draft/ NEFT/ RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) in favour “Andhra Pradesh Airports Development Corporation Limited<br>A/C No:50200020235682 of HDFC Bank, IFSC: HDFC0000050, Branch: Dwarakanagar, Visakhapatnam,                         |
| 6              | Earnest money Deposit                                                                                          | E.M.D. Rs. 5,00,000/- (Rupees Five lakh only) to be paid in the form of Demand Draft/ NEFT/ RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) in favour “Andhra Pradesh Airports Development Corporation Limited<br>A/C No:50200020235682 of HDFC Bank, IFSC: HDFC0000050, Branch: Dwarakanagar, Visakhapatnam, |
| 7              | Publishing of RFP document in APADCL website:<br><a href="https://www.apadcl.com/">https://www.apadcl.com/</a> | 14.10.2025 @ 11.00 AM                                                                                                                                                                                                                                                                                                                                            |
| 8              | Start date of Online Submission of Bids envelopes on AP e- procurement Portal                                  | 14.10.2025 @ 11.00 AM                                                                                                                                                                                                                                                                                                                                            |
| 9              | End date of Online submission of Bids envelopes on AP e- procurement Portal                                    | 28.10.2025 @ 3.00 PM                                                                                                                                                                                                                                                                                                                                             |

| Sl. No. | Particulars                                                                                                                                 | Description                                                                                                                                                |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10      | Last date to submit original Demand draft/ BG of Tender Fees/EMD and letter of unconditional acceptance of AUTHORITY's terms and conditions | 28.10.2025 @ 3:30 PM                                                                                                                                       |
| 11      | Opening of envelope- I (Pre-Qualification cum Technical bids) on the AP e-procurement Portal                                                | 28.10.2025 @ 5:00 PM                                                                                                                                       |
| 12      | Opening of Envelope-II (Financial Bid) on AP e-procurement portal                                                                           | 29.10.2025 @ 2.00 PM                                                                                                                                       |
| 13      | Issuance of Letter of Award (LOA)                                                                                                           | Within 30 days of selection of Bidder                                                                                                                      |
| 14      | Bid Validity Period                                                                                                                         | 180 days                                                                                                                                                   |
| 15      | Bid Currency                                                                                                                                | INR                                                                                                                                                        |
| 16      | Mode of selection                                                                                                                           | Lowest Financial Bid as per Clause 2.4.5                                                                                                                   |
| 17      | Consortium to be allowed                                                                                                                    | Yes. Maximum of 2 members and the responsibility of each consortium member shall be clearly defined in the Joint Venture Agreement as part of submissions. |

## 1. Introduction

The Andhra Pradesh Airports Development Corporation Ltd. (APADCL) is inviting proposals for the selection of a Facility Management Services Contractor for Kurnool Airport. The appointed Contractor will be responsible for the comprehensive supply, deployment, and day-to-day management of manpower, vehicles, materials, and equipment required for the operation of Kurnool Airport. Under this contract, the Contractor will act on behalf of APADCL.

Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected Contractor. Hence APADCL is inviting Technical and Financial Bids for the same.

All communications should be addressed to:

**Managing Director,**

Andhra Pradesh Airport Development Corporation Limited (APADCL),  
4th Floor, IHC Corporate Building, Mangalagiri - 522503.

Phone no: 8143241178

Email: [cgmtechapadcl@gmail.com](mailto:cgmtechapadcl@gmail.com)

Website: [www.apadcl.com](http://www.apadcl.com)

## **2. Instructions to Bidders**

### **2.1. General instructions**

- i. A Bidder is eligible to submit only one proposal for the Project. A Bidder applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedback, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to the Project and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that APADCL's decisions are without any right of appeal whatsoever.
- v. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
- vi. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- vii. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to APADCL before the last date for receiving queries/clarifications.
- viii. APADCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by APADCL.
- ix. The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

- x. Any new taxes or any statutory variation [which comes into effect after the last date of submission of Bid) on any item during the contractual completion shall be to the Authority's account for which the Bidder shall furnish the documentary evidence in support of their claims. However, any increase in cost due to new taxes or change in existing taxes introduced during extended contractual period due to Bidder's fault shall be to his account.
- xi. The quoted rate should be exclusive of all taxes and expenses like boarding, lodging, travel expenses of all kinds in domestic/ overseas country(ies), site visits etc.

#### **2.1.1. Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **2.1.2. Acknowledgement by Bidder**

It shall be deemed that by submitting the e-Bid, the Bidder has:

- made a complete and careful examination of the e-Bid;
- received all relevant information requested from APADCL;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of APADCL;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.

#### **2.1.3. Availability of Bid Document**

This Bid document is available on the web site [www.apecurement.gov.in](http://www.apecurement.gov.in) and on APADCL website [www.apadcl.com](http://www.apadcl.com) to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

#### **2.1.4. Clarifications of e-Bid**

- i. During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence



address given in Data Sheet.

- iii. However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 5.8 of this e-Bid document under Fraud and Corrupt Practices.

#### **2.1.5. Amendment of e-Bid Document**

- i. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in), APADCL website [www.apadcl.com](http://www.apadcl.com) through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the web site [www.apecurement.gov.in](http://www.apecurement.gov.in) or Authority's website [www.apadcl.com](http://www.apadcl.com) from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in), and Authority's website [www.apadcl.com](http://www.apadcl.com).

### **2.2. Preparation and submission of Bids**

#### **2.2.1. Language of e-Bid**

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Authority shall be written in English only. The correspondence and documents in English must be accompanied by embedded/separate English font files. Only English numerals shall be used in the e-Bid.

#### **2.2.2. Documents constituting the e-Bid**

The e-Bid prepared by the Bidder shall comprise the following components:

**a) Technical e-Bid** - Technical e-Bid will comprise of:

- i) **Fee details:** Details of Bid processing fee and prescribed EMD
- ii) **Eligibility details:** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.

**iii) Technical evaluation:**

- Demand Draft towards bid process fee
- Bid security/EMD for the specified amount
- Letter of the Proposal
- Particulars of the Bidder
- Statement of Technical capacity
- Statement of Financial capacity
- Statement of legal capacity
- Power of Attorney for signing of bid
- Appendices Forms 1 to 10 as provided in RFP
- Latest Income Tax returns filled & Copy of PAN
- Copy of GST Registered certificates.
- Prior experience details with client certificates
- Non-Black listing /Termination/suspension Declaration (To be executed on Rs.100/- stamp paper & attested by public Notary/Executive Magistrate by the bidder).

**b) Financial e-Bid – Financial e-Bid will comprise of:**

- Dully filled Annexure-I Schedule of Quantities
- Financial Bid as per the prescribed format given in Form 11

**2.2.3. Documents establishing Bidder's Qualification**

- i) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- ii) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

**2.2.4. E-Bid form**

The Bidder shall complete the e-Bid form and the appropriate price schedule as furnished in the e- Bid document.

**2.2.5. E-Bid currency**

Prices shall be quoted in Indian Rupees only

**2.2.6. Formats and signing of e-Bid.**

- i) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney

accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

#### **2.2.7. Deadline for submission of e-Bid**

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in) not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.2.8. Submission of e-Bid**

- i) The bid submission module of e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in) enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- ii) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- iv) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

#### **The Bidders have to follow the following instructions for submission of their e-Bid:**

- i) For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in). The Bidders must obtain a user login Id and password by registering themselves with APTS, Vijayawada if they have not done so previously for registration.
- ii) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in) the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in) is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- iii) The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD payment details.
- iv) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- v) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

#### **2.2.9. Late e-Bid**

- i) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- ii) The server time indicated in the bid management window on the e- procurement website [www.apecurement.gov.in](http://www.apecurement.gov.in) will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

#### **2.2.10. Withdrawal and resubmission of e-Bid**

- i) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. Bidders are requested to follow the procedure specified on apecurement website [www.apecurement.gov.in](http://www.apecurement.gov.in).
- ii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.

- iii) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. Bidders are requested to follow the procedure specified on ape-procurement website [www.apeprocurement.gov.in](http://www.apeprocurement.gov.in).
- iv) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- v) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

**2.2.11. Authority's right to accept any e-Bid and to reject any or all e-Bids.**

- i) Notwithstanding anything contained in this e-Bid, APADCL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Authority reserves the right to reject any Bid if:
  - At any time, a material misrepresentation is made or uncovered, or
  - The Bidder does not provide, within the time specified by APADCL, the supplemental information sought by APADCL for evaluation of the e-Bid.
- iii) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

**2.2.12. Period of validity of e-Bid**

- i) e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority. An e-Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- ii) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

**2.2.13. Correspondence with the Bidder**

- i) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii) Subject to Clause 2.4.7 no Bidders or its Technical Partners shall contact APADCL on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- iii) Any effort by the Bidder or by its Technical Partners to influence APADCL in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

## **2.3. Earnest Money Deposit**

### **2.3.1. Earnest money deposit (EMD)**

- i) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- iii) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful Bidder's e-Bid EMD will be refunded after obtaining Performance Security from the Bidder and signing of the contract.
- v) The EMD may be forfeited:
  - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

## **2.4. Opening and evaluation of Bids**

### **2.4.1. Opening of technical e-Bid**

- i) The Authority shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DDs towards EMD and Tender Fee in the e-procurement system and open the price bids of the responsive bidders.
- ii) The Authority will notify the successful bidder for submission of original hard copies of all uploaded documents, D.D. towards EMD prior to entering into agreement.
- iii) The successful bidder shall invariably furnish the original D.D. towards EMD, certificates/documents of uploaded scanned copies to the Tender Inviting Authority before entering into Agreement either personally or through courier or post and the receipt of the same within the stipulated time shall be the responsibility of the successful bidder. The Authority will not take any responsibility for any delay in receipt/ non-receipt of original DD towards EMD, Certificates/Documents, from the successful bidder before the stipulated time. On receipt of the documents, the Authority shall ensure the genuineness of the DD towards EMD and all other certificates/Documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
- iv) If the successful bidder fails to submit the original hard copies of the uploaded certificates/documents, DD towards EMD within the stipulated time, or if any variations are noticed between the uploaded documents and the hard copies submitted by him, not only will his bid be rejected, but he will be suspended from participating in the tenders on e-platform for a period of 3 years. The e-procurement system would de-activate the user ID of such defaulting successful bidder on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the Tender Inviting Authority shall invoke all processes of law including criminal prosecution of such defaulting successful 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 and Public bodies. The information to this extent may be displayed in the e-procurement platform website.

Note: - The bidders shall sign on all the statements, documents, certificates uploaded by him owning the responsibility for their correctness/authority.

- v) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of APADCL within the duration (strictly within opening & closing date and time of individual e-Bid of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.

#### **2.4.2. Evaluation of technical e-bid**

- i) Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
- ii) The Technical Bid shall be considered responsive only if:
  - a) it is received as per formats prescribed herein.
  - b) it is received by the Bid Due Date including any extension thereof
  - c) it contains all the information and documents (complete in all respects) as requested in this RFP;
  - d) it does not contain any condition or qualification; and
  - e) it is not non-responsive in terms hereof.
- iii) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
- iv) Bidders who meet the eligibility requirements specified in Clause 3.1 submitted along with the Technical Bids hereof shall qualify for evaluation of their Financial Bids **“Qualified Bidders.”** Bids which do not meet the eligibility as per Clause 3.1 shall be rejected and shall not be evaluated further. The Financial Bids will then be evaluated as per the process laid in Clause 3.1.
- v) The Authority shall inform the Qualified Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

#### **2.4.3. Opening of financial e-Bid**

- i) The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e- mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced through an appropriate channel.

#### **2.4.4. Correction of Errors**

- i) Financial Bids determined to be responsive will be checked by APADCL for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii) The amount stated in the Financial Bid will be adjusted by APADCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his EMD shall be liable for forfeiture.

**2.4.5. Evaluation of Financial Bids and selection of Bidder**

- i) Subject to the provisions of clause 2.4.2, the Qualified Bidder whose Bid is adjudged responsive in terms of clause 3, shall be evaluated and compared for Financial Bids by the Authority.
- ii) The Bidder shall quote the following:
  - a) The cost of each services as detailed in Annexure-I: Schedule of Quantities. The total cost of services provided by the bidder in Annexure-I shall be non-binding and will be subject to approval by the Authority. This cost quoted shall be considered as the maximum value of services. The Bidder shall provide proper justification for any item-wise rate that exceed applicable statutory minimum wages or such prevailing charges as notified by the latest government orders, as referred in this document. Any such exceeded cost may be reduced by the Authority before signing of the contract.
  - b) Management fee % payable to the Bidder as a percentage of the total cost of services to submitted in Form-11 Financial Proposal.
- iii) The financial bids will be evaluated based on the lowest total cost per month. The total cost will be calculated as follows:

Total Cost to APADCL = Total Service Cost + (Total Service Cost \* Management Fee %)

Where,

Total Service Cost is as per Annexure-I, quoted by the Bidder

Management Fee % is as per Form-11, quoted by the Bidder

The bidder quoting the lowest total cost will be ranked L1.

- iv) In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance or fails to comply with the provision of clause 2.5, the Authority may consider the second lowest Bidder as the Preferred Bidder or invite fresh bids at its discretion.
- v) To assist in the examination, evaluation and comparison of Bids, APADCL may, at its discretion, seek clarifications in writing from any Bidder regarding its Bid, ask any Bidder for authenticating the correctness of the information/details furnished by him in his Bid. Provided, that no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by APADCL in the evaluation of the Bids in accordance with Clause 2.4.5.

**2.4.6. Process to be Confidential**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.



#### **2.4.7. Contacting the Authority**

- i) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e- Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- ii) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- iii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from APADCL works and legal proceeding can also be initiated.

### **2.5. Award of Contract**

#### **2.5.1. Award Criteria**

- i) The final Letter of Acceptance (LoA) will be given to the selected Bidder on the Evaluation Criteria of Bids laid in Clause 2.4.5.
- ii) The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### **2.5.2. Notification of award**

- i) Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the contract.

#### **2.5.3. Performance Security**

Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to 10% of the Final Contract value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of APADCL valid for six months after completion of the Project.

#### **2.5.4. Signing of contract**

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

### 3. Eligibility Criteria for Bid evaluation

To be eligible for the qualification and short-listing, the Bidder (in case of a Joint venture, the credentials of each member will be assessed collectively) shall fulfill the below mentioned conditions of eligibility:

- The Bidder shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or under the Indian Limited Liability Partnership Act, 2008 or a Company registered in the jurisdiction of its in Authority under the relevant laws or a or any foreign company in consortium with an Indian company, as per applicable FDI norms or a proprietorship Firm. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms.
- The Bidder should have provided facility management services with appropriate nos Manpower and vehicles for a minimum period of 3 years at Airports which have minimum handling capacity of 0.05 mppa (million passengers per annum) in India or overseas or having 05 years of experience in general Aviation for at least 02 Major Airports i.e., in India or abroad. For every project for which the experience is being claimed, the bidder shall submit the Client Certificate as per prescribed format in Form-4.
- The Bidder should possess a valid BCAS certificate, security programme manual has to be approved by BCAS (copy to be enclosed).
- The Bidder should have a minimum of 200 personnel employed on its own payroll as of the date of submission. Documentary proof of deployment must be submitted. The Bidder should submit the entire details of the manpower team along with the qualifications and wages for each personnel. The proof of personnel shall be supported by EPF challans or equivalent statutory proof.
- The Bidder should possess valid statutory registrations including EPF, ESIC, GST, PAN, and Labour License. The Bidder should hold certifications like ISO 9001:2015 (Quality).
- The Bidder/Lead Member should have a minimum average annual turnover of INR 2.50 crores during the last three financial years ending on 31st March 2025. This shall be demonstrated by submitting audited financial statements for FY 2022–23, 2023–24 and 2024-25. Proof should be submitted as per prescribed Form-5 certified by a Chartered Accountant with UDIN.
- The Bidder must have a positive net worth as per the latest audited balance sheet. Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. Proof should be submitted as per prescribed Form-5 certified by a Chartered Accountant with UDIN.

- The Bidder should have a positive Profit After Tax (PAT) in two out of the last three years as per the last three financial years ending on 31st March 2024. Proof should be submitted as per prescribed Form-5 certified by a Chartered Accountant with UDIN.
- The Bidder must demonstrate access to minimum working capital of INR 2 crores, either through bank statements or a sanctioned credit facility. A banker certificate of INR 2 crore issued by a scheduled commercial bank (within the last 6 months) is required.

Note: The bidder shall submit their details, financial details, work completed/in progress by them in the prescribed formats **as per Form 1-10 of E-Bid** to be considered for qualification in Eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The offers submitted without **this documentary proof shall not be evaluated**.

**The bidder shall ensure that no financial information i.e. Annexure-I and Form-11, pricing details, management fee is disclosed anywhere in the Technical Bids, including annexures, covering letters, forms, or scanned documents. Any violation of this condition, whether inadvertent or otherwise, shall result in summary rejection of the bid and disqualification from the tender process.**

The Technical Bids of the Bidders fulfilling the eligibility requirements (Eligible Bidders) will be checked for their completeness and responsiveness.

## **Appendices**

**Form – 1: Letter of the Proposal**  
(On Bidder's letter head)

To:  
Managing Director,  
Andhra Pradesh Airport Development Corporation Limited,  
4th Floor, IHC Corporate Building,  
Mangalagiri - 522503. Guntur District  
Andhra Pradesh.

Sub: Submission of proposal for "Appointment of Contractor for Facility Management & Ground Handling (FMGH) at Kurnool Airport in Andhra Pradesh"

Dear Sir/Madam,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for \_\_\_\_\_ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Contractor for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we 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 against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 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 conditions of the E-Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public

sector enterprise or any government, Central or State; and

- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with conditions of the E-Bid document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would 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;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Contractor of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by APADCL in connection with the shortlisting of Vendor or in connection with the Selection Process itself in respect of the above-mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the E-BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied e-Bid and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date:

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

**Form – 2: Details of Bidders**

| Sl. No. | Particulars                                                                                       | Details |
|---------|---------------------------------------------------------------------------------------------------|---------|
| 1.      | Name of the Organization                                                                          |         |
| 2.      | Name of the authorized person                                                                     |         |
| 3.      | Address & contact Numbers                                                                         |         |
| 4.      | Year of establishment                                                                             |         |
| 5.      | Status of the firm (whether Pvt. Ltd. Company/ Public Ltd. Company)                               |         |
| 6.      | Names of Chief Executive Officers                                                                 |         |
| 7.      | Whether registered with Registrar of Companies– mention number and date with proof                |         |
| 8.      | Whether registered under GST, GST Registration Number                                             |         |
| 10.     | Whether assesses of Income tax payee Mention PAN, furnish copy of last income tax return.         |         |
| 11.     | Name and Address of Bankers                                                                       |         |
| 12.     | Provide details of the agreement with other state government for air services/ flight operations. |         |
| 13.     | 3 years Annual Turnover (Furnished copy of Balance sheet) (CA certification required)             |         |
| 14.     | EMD details: DD Number / Bank Name Date                                                           |         |
| 15.     | List of present clients (Copy of work order to be Enclosed)                                       |         |
| 16.     | Any other information                                                                             |         |

**DECLARATION**

- I/ We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and on the basis of the information given by me/us can be treated as invalid by the and I / We will be solely responsible for the consequences.
- I/We agree that the decision of the Authority in selection of bidder will be final and binding to me/us.
- All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
- I / We agree that I / We have no objection if enquiries are made about the work listed by me/ us here in above and/or in the accompanying sheets.
- I / We have gone through carefully all the Bid conditions and solemnly declare that I / we will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Authority against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.
- I / We hereby declare that I / We have not been blacklisted / debarred / Suspended/ demoted in any Authority in Andhra Pradesh or in any State due to any reasons.

**Place:****Date:****SIGNATURE:****Name & Designation & seal of the Company**

### Form – 3: Credential format

*The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below: This information shall cover the qualification requirements capable of being evaluated for pre-qualification and evaluation. Add additional sheets if necessary.*

Name of the Firm:

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| Assignment Name:                                                                                                                     |
| Country:                                                                                                                             |
| Location within Country:                                                                                                             |
| Name of Client:<br>Address:                                                                                                          |
| No. of Staff:                                                                                                                        |
| Start Date<br>(Month / Year)                                                                                                         |
| Completion Date<br>(Month / Year)                                                                                                    |
| Value of Services: (in INR Lakhs):                                                                                                   |
| Whether Lead or Associate                                                                                                            |
| Name of Associated Firm(s) if any:                                                                                                   |
| Narrative description of project and tasks undertaken by the Bidder<br>(clearly indicate the tasks taken up by the Associate of any) |

Signature of Authorised Person

(Copy of Work Order/contract OR Certificate from Authority regarding experience should be furnished)

Note: In case of Consortium, each member shall furnish the requisite details.



### **Form – 4: Format of Client Certificate for Experience**

(To be issued on the letterhead of the Project Authority / Client Organization)

This is to certify that M/s. [Name of Bidder/Consortium Member] has been engaged by this organization for execution of the following work:

1. Name of Work / Contract: .....
2. Agreement / Work Order No. and Date: .....
3. Nature of Work (brief description): .....
4. Contract Value (INR): Rs. ....
5. Date of Commencement: .....
6. Stipulated Date of Completion: .....
7. Actual Date of Completion / Current Status:
  - If Completed: Actual completion on .....
  - If Ongoing: Value of work completed to date: .....
8. Performance of the Bidder:
  - Quality of Service: ☐ Outstanding ☐ Very Good ☐ Good ☐ Satisfactory
  - Penalties / LD imposed: ☐ No ☐ Yes (details): .....

This certificate is issued based on records maintained by this office and our assessment of the bidder's performance.

Date: .....

Place: .....

Authorized Signatory

(Name, Designation, Seal of Project Authority)

### Form – 5: Financial Capacity of the Bidder

(This form shall be duly filled in by the bidder and certified by a Chartered Accountant with seal, signature, membership number and UDIN)

| Sl. No | Financial Year    | Annual Turnover (INR) | Profit After Tax (INR) | Net Worth (INR) |
|--------|-------------------|-----------------------|------------------------|-----------------|
| (1)    | (2)               | (3)                   | (4)                    | (5)             |
| 1      | <i>FY 2022-23</i> |                       |                        |                 |
| 2      | <i>FY 2023-24</i> |                       |                        |                 |
| 3      | <i>FY 2024-25</i> |                       |                        |                 |

**The figures shall be strictly as per the audited financial statements of the respective financial years. Any variation or self-declaration not supported by audited financial audited statements will not be considered for evaluation.**

Note: In case of Consortium, financial details shall be given in respect of each member of the Consortium agreement.

**Form – 6: Undertaking Regarding Not Being Blacklisting**

**Companies/Firms/Proprietorship: Category – ‘I’**

It is hereby certified that, we are not blacklisted/debarred/suspended by any Ministry/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organization/ Funding Agencies as on date.

Place:

Date:

Signature of Authorized Signatory Company Seal.....

**Form – 7: Statement of Legal Capacity**

(To be forwarded on the letter head of the Bidder)

Ref: Appointment of Contractor for Facility Management at Kurnool Airport in Andhra Pradesh (Recall)

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,

For and on behalf of.....

(Signature, name and designation of the authorized signatory)

## **Form – 8: Power of Attorney for signing of Application**

(to be executed 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 Facility Management services at Kurnool (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 ABOVENAMED 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 Bidder 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 Bidder.
- 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 Bidders 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 – 9: Power of Attorney for Lead Member

(To be executed on Rs.100/- stamp paper, duly notarized)

#### POWER OF ATTORNEY

Know all men by these presents, we, **[Name of Consortium Member]**, having our registered office at \_\_\_\_\_, do hereby irrevocably constitute, nominate, appoint and authorize **[Name of Lead Member]**, having its registered office at \_\_\_\_\_ (hereinafter referred to as “Lead Member”), to act as our lawful attorney to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our bid for *Facility Management Services Contract at Kurnool Airport* under RFP No.2/APADCL/2025-26, including but not limited to:

1. Signing and submission of all applications, proposals, bids and other documents.
2. Participating in pre-bid conferences, meetings, and providing information/clarifications to APADCL.
3. Representing us in all dealings with APADCL in connection with the bidding process.
4. Signing and executing the contract, and all undertakings consequent to acceptance of our bid.
5. Generally dealing with APADCL in all matters in connection with or relating to the bid and contract.

We hereby agree to ratify and confirm all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all such acts, deeds and things shall be binding on us as if done by us.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this \_\_\_\_ day of \_\_\_\_\_ 2025.

For and on behalf of

**[Consortium Member]**

(Signature, Name, Designation, and Seal)

Witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Accepted by:**

For **[Lead Member]**

(Signature, Name, Designation, and Seal)

## Form – 10: Joint Venture Agreement

(To be executed on Rs.100/- stamp paper, duly notarized)

**This Agreement** is made on [date] at [place] between:

1. **[Lead Member legal name]**, [type, CIN/LLPIN], registered office [address] (“Lead Member”); and
  2. **[Other Member legal name]**, [type, CIN/LLPIN], registered office [address] (“Other Member”).
- Lead Member and Other Member are each a “Party” and together the “Parties”.

### 1. Purpose

The Parties form an unincorporated joint venture (“JV”) solely to participate in and, if awarded, to perform the contract for **Selection of Agency for Facility Management Services at Kurnool Airport**.

### 2. Lead Member and authority

- a) The Parties appoint the Lead Member as **JV leader and authorized representative** for all dealings with APADCL, including bid submission, correspondence, clarifications, signing of contract, and contract administration.
- b) A separate **Power of Attorney** in favor of the Lead Member, executed by the Other Member, is enclosed with the bid.

### 3. Roles, scope, and participation

- a) Roles and workshare shall be as follows (expand as needed):
  - Lead Member: overall contract management, finance, key technical deliverables.
  - Other Member: [discipline/operations/support].
- b) **Participation (equity/workshare) ratio** for risk, cost, and profit/loss sharing: Lead Member \_\_% ; Other Member \_\_%.
- c) Each Party shall mobilize resources, personnel, equipment, and systems consistent with its workshare.

### 4. Joint and several liability

The Parties are **jointly and severally liable** to APADCL for the full and timely performance of all obligations arising from the bid, the Letter of Award, and the contract (including any defects liability obligations).

### 5. Bank account and invoicing

- a) The JV will operate through the Lead Member for contract administration and payments.
- b) Invoices to APADCL will be raised as per contract. Inter-se settlements between Parties are their internal matter.

### 6. No change in composition

No change of Lead Member, addition/removal/substitution of members, or change in participation ratio is permitted without **prior written approval** of APADCL, and in any case not after bid submission unless expressly allowed in the RFP/contract.

## **7. Exclusivity and conflicts**

Each Party will not submit any competing bid for this RFP individually or with third parties and shall avoid conflicts of interest with the JV bid.

## **8. Term and termination**

This Agreement commences on the date first written and remains valid through contract completion (including any extensions and defect liability). It cannot be terminated without APADCL's prior consent while the bid/contract is in force.

## **9. Indemnities and insurance**

Each Party shall indemnify the other for its breaches and maintain insurances as required by the contract for its scope and personnel.

## **10. Governing law and dispute resolution**

This Agreement is governed by the laws of India. Disputes between the Parties shall be resolved under the **Arbitration and Conciliation Act, 1996** with the seat at [Guntur/Amaravati], without prejudice to APADCL's rights under the contract.

## **11. Notices**

[Notices clause with addresses and email.]

## **12. Miscellaneous**

No partnership or separate legal entity is created; this is an unincorporated JV solely for bidding and execution. This Agreement may be executed in counterparts.

**For Lead Member:** [name, title, signature, seal]

**For Other Member:** [name, title, signature, seal]

Witnesses: 1) [●] 2) [●]



## Form – 11: Financial Proposal

Covering Letter  
(On Bidder's letterhead)

(Date and Reference)

To

The Managing Director,  
Andhra Pradesh Airports Development Corporation Ltd. (APADCL),  
4th Floor, IHC Corporate Building,  
Industrial Estate,  
Mangalagiri, Guntur (District) -522503,  
Andhra Pradesh

Dear Sir,

Sub: Financial Proposal for "Appointment of Contractor for Facility Management & Ground Handling (FMGH) at Kurnool Airport in Andhra Pradesh".

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Contractor for above subject work.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Note: The Financial Proposal is to be submitted strictly as per the given format.

| Sl. No. | Name of the Assignment                                                                          | # Management Fee % quoted<br>(Exclusive of all Taxes) |
|---------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1.      | Appointment of Contractor for Facility Management at Kurnool Airport in Andhra Pradesh (Recall) | (in words)                                            |

### # Note:

1. Bidders shall submit the financial proposal in the format ("Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
2. While submitting the Financial Proposal, the Bidder shall ensure the following:
  - i. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - ii. The Financial Proposal shall consider all expenses except applicable taxes. Costs shall be expressed in INR.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Authorized Signature [in full and initials]:

Name:

Designation:

Name of Firm Address:

### Annexure – I: Schedule of Quantities

The bidder shall duly fill this Annexure and submit it as part of the Financial Bid, quoting the monthly rates for each item of service (manpower, vehicles, equipment, materials, etc.) listed below. The rates quoted in the tables given below shall be considered for the purpose of financial evaluation as per Clause 2.4.5. The quoted monthly rates for each item shall remain firm and fixed for the entire contract period and any extended period, without any escalation for any reason whatsoever, including inflation, wage revision, or fuel cost variation. Failure to fill or submit this Annexure in full shall render the bid liable for rejection.

#### Manpower Requirement:

| Sl. No. | Description of Manpower                                                        | Skill Matrix   | Requirement (nos) | Rate per month             | Deployment & Usage (can be modified by the Authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------|--------------------------------------------------------------------------------|----------------|-------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | Duty Manager, Terminal Operations                                              | Highly Skilled | 1                 | To be quoted by the Bidder | Duty Manager Terminal Ops is responsible for overall Management of Terminal Operations for Arriving and Departing Passengers, Handling Grievances, Handling of Unruly Passengers, Loss and Theft Cases, Terminal Evacuation in case of any Fire, Initiating and implementing of SOPs on Bomb Threat Call, ensuring compliances w.r.t DGCA & BCAS guidelines through support team mentioned at Sl No. 3, Inspection & Audit of Regulators. In addition, Handling of VVIP/VIPs movements, State Protocol, Ambience and Cleaning of PTB (SHA Area, Security Area, Check In, BMA, BBA, Arrival Area, Alighting Point, Assisting in Handling Queries and maintaining of protocol and creating and maintain of Database for Proactive Measures. |
| 2       | Safety Officer                                                                 | Highly Skilled | 1                 | To be quoted by the Bidder | Mandatory Requirements to ensure Statutory Compliances and Overseeing Functions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3       | Terminal Operations Staff, Protocol & Guest Relations                          | Skilled        | 4                 | To be quoted by the Bidder | These personnel will assist Duty Terminal Manager in ensuring above functions and assist in facilitation of Meet & Greet, Reception, Media Facilitation during Aircraft Emergency/Incident. Above functions are 04essentials as per Regulatory Guidelines of DGCA/BCAS etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4       | Housekeeping Staff Terminal Building/ Authority Building/ AUTHORITY/ ATC/ MET/ | Unskilled      | 11                | To be quoted by the Bidder | APSU: For cleaning and maintaining ambience of Police Barracks, Armory, Security Watch Towers, Airside Entry Gates, adjoining areas and approach roads to that area. These people will be exclusive for the APSU keeping Security Scenario in view.<br><br>Passenger Terminal Building: PTB is considered as                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Sl. No. | Description of Manpower                                          | Skill Matrix | Requirement (nos) | Rate per month             | Deployment & Usage (can be modified by the Authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------|------------------------------------------------------------------|--------------|-------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | Police/ Watch Towers, etc.,)                                     |              |                   |                            | Face of the Airport and accordingly the overall ambience, cleaning and maintaining of Hygiene is the minimum requirements. During the Arrival and Departure of flights manning of Toilets in All the areas (SHA, Arrival, Check-in Area after cleaning is the globally recommended practices). ATC Tower, ATC Building, Administrative Building, ESS,<br><br>Pump Room: These personnel will be deployed in day-to-day cleaning, maintaining of Airport Ambience upto the inspection level. There are Five Floors in ATC Building, Three Floors in Administrative Building and complete Facilities inclusive of NDB areas. |
| 5       | Assistants for Authority                                         | Unskilled    | 2                 | To be quoted by the Bidder | APD office and Central Data Management on all activities, records, inward, outward etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6       | Security Pass section                                            | Skilled      | 1                 | To be quoted by the Bidder | To assist in implementing of Access Control System at Kurnool Airport through issuance of AEP, Labour Passes, Daily Passes, ADP/AVP Passes etc. and maintain of Records for BCAS and other Regulators, Inspection and Audit                                                                                                                                                                                                                                                                                                                                                                                                |
| 7       | Assistants for ATC Tower ATM & CNS of Airport Authority of India | Skilled      | 2                 | To be quoted by the Bidder | Essential Requirements raised by AAI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8       | Assistants for MET                                               | Skilled      | 1                 | To be quoted by the Bidder | Essential Requirements raised by IMD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9       | Assistants for AP Police                                         | Unskilled    | 2                 | To be quoted by the Bidder | The AP Police personnel will be positioned at Police barracks which were located near to perimeter wall. To assist them barracks' dining hall for their daily activities. Essential for cooking food for Police personnel (Breakfast, Lunch & Dinner) and maintenance of Utensils, Ration Store, Cookhouse etc..                                                                                                                                                                                                                                                                                                           |
| 10      | Bird Scarers                                                     | Unskilled    | 5                 | To be quoted by the Bidder | Bird Watchers/Scarers required being deployed at least 1 hour prior to schedule arrival and departure of schedule flights on the Runway Strip to ensure corrective measures in place to avoid any Bird Strike at Kurnool Airport. Any Bird Strike is a reportable incident to DGCA. These bird scarers will be deployed with customized crackers on                                                                                                                                                                                                                                                                        |
| 11      | Bid scarer Supervisor                                            | Skilled      | 1                 | To be quoted               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Sl. No. | Description of Manpower                 | Skill Matrix | Requirement (nos) | Rate per month             | Deployment & Usage (can be modified by the Authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|-----------------------------------------|--------------|-------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                         |              |                   | by the Bidder              | every 400 meters either side to a complete stretch of 2000 meter of runway and according to the bird activity. They will also record bird details (Height, Direction, Type of Birds, Time etc.) for Data Management and Proactive Measures implementation for further action by the APD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12      | Assistants for ARFF                     |              | 2                 | To be quoted by the Bidder | Maintain of ARFF Category at an Airport as per the defined Category is mandatory as per the Civil Aviation Requirements (DGCA CAR) & ICAO Annex-14. These personnel will help in maintain ARFF Vehicle through cleaning. Also cleaning of ARFF Rescue Equipment on day-to-day basis. Further they will assist in providing all kind of external support during any aircraft emergency, incident by filling of Foam Compound and other as per operational requirements and need                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13      | GCM & Flipper Operators                 |              | 4                 | To be quoted by the Bidder | Airfield Maintenance plays a vital role in ensuring safe and smooth operations at an airport. Grass height required to be maintained 6 to 8 inches as per the ICAO norms. This is a continuous task and necessitates ensuring recommendation of ICAO & DGCA. These personnel will be deployed on Runway (2000 meters, Pre- threshold Areas of 120 meters and in RESA to ensure compliances through Airside Duty Manager). They will also be deployed on Two Taxiways (A & B), Apron and Isolation Bay on daily basis. Airfield Maintenance plays a vital role in ensuring safe and smooth operations at an airport. Grass height required to be maintained 6 to 8 inches as per the ICAO norms. This is a continuous task and necessitates ensuring recommendation of ICAO & DGCA. These personnel will be deployed on Runway (2000 meters, Pre- threshold Areas of 120 meters and in RESA to ensure compliances through Airside Duty Manager). They will also be deployed on Two Taxiways (A & B), Apron and Isolation Bay on daily basis Approaches of Runway 10/28 will also be maintained through deployment on need basis. Perimeter Road towards 10 side required to be manned during aircraft movement as per the suggestion of DGCA. Personnel will also be deployed for the above purpose. |
| 14      | Data Entry Operators (Finance/Accounts, |              | 4                 | To be quoted               | As Airport is Licensed and presently hold only provisional AD License. The bidder must maintain all facilities and apply for Renewal of AD License 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| Sl. No.                           | Description of Manpower               | Skill Matrix | Requirement (nos) | Rate per month             | Deployment & Usage (can be modified by the Authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|---------------------------------------|--------------|-------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | Operations, APD, Security and Police) |              |                   | by the Bidder              | months prior to the present expiry.<br><br>Data Management is a vital in respect of Renewal and for any scheduled/surprise inspection. Various non-Schedule operations of aircraft will take place and at every landing invoice for Landing/Parking/Housing Charges required to be raised in Triplicate Records for the same for Audit point of perspective and timely filing of various returns to DGCA/BCAS will help in adherence to their guidelines.                                                                                                                                                        |
| 15                                | Pest control agents                   |              | 1                 | To be quoted by the Bidder | As the Airport located in a rocky terrain, various rodents and reptiles and pests are observed frequently. To maintain passenger and staff safety, regular pest control is to be monitored.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16                                | Fire team-in-charge                   |              | 2                 | To be quoted by the Bidder | As per AAI and BCAS norms, fire safety coverage must ensure 24x7 availability with redundancy. Two Fire Team In-Charges enable deployment across two shifts daily, ensuring supervisory oversight, drill readiness, and compliance with CAR Section 4 Series F on Rescue and Firefighting Services. Each In-Charge supervises the daily functioning of fire crew, monitors equipment, coordinates mock drills, and liaises with airport management during emergencies. The deployment ensures zero downtime, maintains readiness during maintenance/off days, and aligns with minimum ICAO Category 4 readiness. |
| 17                                | Electrician                           |              | 1                 | To be quoted by the Bidder | Round-the-clock availability of an on-site certified Electrician to handle daily upkeep of terminal lighting, runway edge lighting (if applicable), DG sets, UPS systems, HVAC electrical controls, and distribution panels.                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>TOTAL COST OF MANPOWER (A)</b> |                                       |              | <b>45</b>         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

The Contractor shall pay the minimum wages applicable as notified by Central/State Government (whichever is higher) to all workers. The Contractor shall abide by all statutory provisions pertaining to labor employed for the work. All workers must be covered under EPF and ESI schemes, and the Contractor shall comply with the EPF & MP Act 1952 and ESI Act 1948, as well as ensure payment of at least minimum wages as notified by the appropriate government. The Contractor is also bound by provisions of the Contract Labour Act, Minimum Wages Act, Payment of Wages Act, and other applicable laws. Any breach of these laws will be treated as a breach of contract.

**Vehicle Requirements:**

| <b>Sl No</b>                      | <b>Type of Vehicle</b>                                                                                                     | <b>Requirement (Nos)</b> | <b>Rate per month</b>      | <b>Deployment &amp; Usage (can be modified by the Authority)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                 | Bolero Jeeps or any equivalent vehicles with drivers, for Airport Security Unit and Airport Operations for 24X7 deployment | 4                        | To be quoted by the Bidder | Aviation Security at an airport is the responsibilities of ASG/APSU through Airport Operator. A Kurnool Airport responsibility of AVSEC has been assigned to State Police initially and later by the APSPF. Initial establishment of system will be required more and more indulgent to ensure smooth and unhindered operations at Kurnool Airport.<br>QRT-02: Airside and City Side, Main and Alternate in case of actual scenario of Security Threats.<br>CASO: 01<br>Inspector In charge: 01. |
| 2                                 | Bolero Jeep or any equivalent vehicle for AUTHORITY (ATC/CNS team), with driver, for 24X7 deployment.                      | 2                        | To be quoted by the Bidder | For the staff employed by the Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3                                 | Bolero Jeeps or any equivalent vehicles for Authority, with drivers, for 24X7 deployment.                                  | 2                        | To be quoted by the Bidder | Bolero Jeeps or any equivalent vehicles for Authority, with drivers, for 24X7 deployments.                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4                                 | Toyota Innova Crysta or equivalent 7-seater for Authority VIP/ officer's movement, with Driver, for 24X7 deployment.       | 2                        | To be quoted by the Bidder | To Cater various VIP/VVIP commitments and for providing vehicles to the Pilot in command for submission of Flight Plan, RNFC and etc. Also to Cater Regulators visit (DGCA/BCAS, Higher officials etc.), APD attending of various meetings outside the Kurnool and meeting operational needs.                                                                                                                                                                                                    |
| 5                                 | Bolero or equivalent Camper type vehicle for Authority without Driver, for 24X7 deployment.                                | 2                        | To be quoted by the Bidder | Operations Vehicle, Bird Scaring Deployment, Runway, Taxiway, Perimeter and adjoining areas Inspection, etc. is operationally essentially required as per the DGCA guidelines.                                                                                                                                                                                                                                                                                                                   |
| <b>TOTAL COST OF VEHICLES (B)</b> |                                                                                                                            | <b>12</b>                |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

The contractor shall provide the vehicles along with drivers, and bear the cost of fuel, lubricants, maintenance, and repairs for the vehicles. Vehicles provided shall be commercially registered and 2022 model or later (not more than 3 years old at the time of start of contract). All vehicles deployed shall conform to the Motor Vehicles Act and be fit in all respects for commercial use. They must always carry all valid certificates – Registration, Insurance, Pollution Under Control (PUC), Fitness, Road Tax, permits, etc., duly renewed as required. Copies of these documents shall be submitted to APADCL before deployment. The contractor is responsible for all maintenance (routine or major) of the vehicles and to always keep in roadworthy and reliable condition. Standby arrangements must be made in case a vehicle breaks down, to avoid service interruption.

The hiring charges for all vehicles proposed under this contract shall not exceed the ceiling rates prescribed in Government of Andhra Pradesh G.O. Ms. No. 87, Finance (HR.VI-TFR-VA) Department, dated 01-06-2017. These rates include fuel, driver batta, maintenance, and all statutory compliance costs. It shall be the bidder's responsibility to ensure that quoted rates do not breach the applicable rate slabs as notified in the said G.O. Any quote exceeding these limits may be summarily rejected or revised downward by the Authority.

**Equipment and cleaning material:**

| Sl No                                   | Type of Service                 | Requirement       | Rate per Month             | Deployment & Usage                                                                                                                                                                               |
|-----------------------------------------|---------------------------------|-------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                       | Passenger Trolleys              | 50 nos            | To be quoted by the Bidder | Passenger trolleys are used for Departure/arrival passenger movement.                                                                                                                            |
| 2                                       | Uniform                         | For each manpower | To be quoted by the Bidder | Uniform is mandatory for Airport Operations Staff                                                                                                                                                |
| 3                                       | Towing Tractors                 | 2 nos             | To be quoted by the Bidder | As per Authority requirement                                                                                                                                                                     |
| 4                                       | Cleaning Material/ Pest control | Per month         | To be quoted by the Bidder | Chemicals and Cleaning Material, Disinfestation Treatment Rodent Control, Anti-Mosquito/Flies Spray, Anti-Mosquito/Fly Fogging, Anti-Rodden Electrical Wiring Treatment, Snakes/Reptiles Control |
| <b>TOTAL COST OF OTHER SERVICES (C)</b> |                                 |                   |                            |                                                                                                                                                                                                  |

| Cost Category             | Amount                     |
|---------------------------|----------------------------|
| Manpower Cost (A)         | To be quoted by the bidder |
| Vehicle Cost (B)          | To be quoted by the bidder |
| Other Services (C)        | To be quoted by the bidder |
| <b>Total Service Cost</b> | <b>A+B+C</b>               |

## **Annexure – II: Bank Guarantee / Performance Security**

[To be executed on the stamp paper of appropriate value]

Managing Director, (MD)  
APADCL  
4<sup>th</sup> Floor, IHC Corporate Building, Mangalagiri,  
Guntur District – 522503  
Andhra Pradesh, India.

BG No. .... dated .....

WHEREAS:

- a) [ ] (“Concessionaire”) and the ----- (“Authority”) have entered into a Concession Agreement dated [ ] (“Agreement”), whereby the Authority has authorized the Concessionaire to undertake the Facility Management Services of the Kurnool (Kurnool) Airport, Kurnool District in the State of Andhra Pradesh, subject to and in accordance with the provisions thereof.
- b) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. [ ] (Rupees [ ]) (“Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, for a period of .... (...) years i.e., ... (... months) from the commencement of the Project.
- c) We, [ ] through our Branch at [ ] (“Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security in terms of the Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority, upon occurrence of any failure or default in the due and faithful performance of all or any of the Concessionaire’s obligations or otherwise, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. A letter from the Authority, under the hand of an Officer not below the rank of [ ], that there is an amount due and outstanding from the Concessionaire, or the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations under the Agreement and its decision in this regard shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
2. In order to give effect to this Guarantee, the Authority shall be entitled to Act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire , whether by their absorption with any other body or Authority or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
3. the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
4. The Authority has the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the



Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid, or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liabilities and obligations under this Guarantee, and the Bank hereby waives all of its rights under any such law.

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for a period of 7 (seven) years from the COD for the Phase [ ] of the Project and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Performance Security shall cease to be in force and effect after the expiry of a period of ... months (... months) from the agreement date of the Facilities Management Services at Kurnool Airport contract, with a claim period of 3 (three) months thereafter. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith after the period of 3 (three) months from the date of expiry of this Guarantee.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee, and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course through post and in proving such notice, when given by post, shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signed and sealed this ..... day of ....., 20... at ..... SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature) (Name)

(Designation) (Code Number) (Address)

NOTES:

- a. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- b. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

### **Annexure – III: Facilities Management Services Agreement**

This Agreement is entered into on this the \_\_\_\_\_ day of, \_\_\_\_\_

Between

Andhra Pradesh Airports Development Corporation (APADCL), a 100% owned Authority by Government of Andhra Pradesh, represented by its Managing Director, and having its registered office at 4th Floor, IHC Corporate Building, Industrial Estate, Mangalagiri, Guntur 522503, India (hereinafter referred to as “APADCL” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part,

AND

[....], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at ..... (Hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted substitutes) of the Second Part

#### **WHEREAS**

- A) The ANDHRA PRADESH AIRPORT DEVELOPMENT CORPORATION (APADCL), (hereinafter referred to as “Authority” is interested in providing Facility Management Services at Kurnool Airport through a private entity/ contractor.
- B) The Authority had accordingly invited proposals vide Tender Notice No ..... dated (“The Tender Notice”) for selection of a bidder for the aforesaid AO subject to and on the terms and conditions contained in the RFP Document.
- C) After evaluation of the Bids so received, APADCL had accepted the Bid of M/s..... and issued its Letter of Acceptance No... dated..... (“LOA”) to the bidder requiring, inter alia, the execution of this Facility Management Services contract Agreement.
- D) Authority in accordance with the provisions of RFP has agreed accordingly to enter into this Facility Management agreement with the entity/ contractor for providing services subject to and on the terms and conditions set forth hereinafter.
- E) The Contractor has duly provided the Bid Security of Rs. .... (Rupees .... only) to the Authority in terms hereto.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### **1. DEFINITIONS AND INTERPRETATION**

Definitions:

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

**“Accounting Year”** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.

**“Contractor”** means the Successful Bidder

**“Agreement”** or the **“Facility Management Services agreement”** means this Agreement, its recitals, schedules and annexure hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

**“Applicable Laws”** means all laws, promulgated or brought into force and effect by the State Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court or record, applicable to this Agreement and the exercise of performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this agreement.

**“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under applicable laws in connection with the **Facility Management Services** during the subsistence of this Agreement.

**“Agreement Period (AP)”** means the period beginning from the commencement date of the agreement and ending on completion of one (1) years of such date which can further be extended as decided by Authority in case of satisfactory performance.

**“Bid”** means the documents in their entirety comprised in the bid submitted by the Bidder in response to the Tender Notice in accordance with the provisions thereof.

**“Commencement Date”** means the date on which the Facility Management Services shall start in accordance with the provisions contained in this Agreement.

**“Authority”** means APADCL after the finalization of bid and during the execution of the contract.

**“Bid Security”** shall have the meaning as described in Clause 3.

**“Dispute”** shall have the meaning set forth in Clause 13.

**“APADCL”** means the ANDHRA PRADESH AIRPORT DEVELOPMENT CORPORATION LIMITED.

**“Effective date”** means the date on which this agreement is signed.

**“Force Majeure”** or **“Force Majeure Event”** shall mean an act, event, condition or occurrence specified

which is not in the Control of any parties to the agreement as stated and described in Clause 9(b).

**“GOAP”** means the Government of Andhra Pradesh.

**“GOI”** means the Government of India.

**“Good Industry Practice”** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced Contractor engaged in the same type of undertaking as envisaged under this Agreement and acting generally in accordance with the provisions of applicable law, and would mean good engineering practices in the airport Operations and which would be expected to result in the performance of its obligations by the Contractor and in the operation and maintenance of the FACILITY MANAGEMENT SERVICES in accordance with this Agreement, Applicable Laws, Applicable Permits, reliability, safety, environment protection, economy and efficiency.

**“Government Contractor”** means GOI, GOVT OF ANDHRA PRADESH or any Ministry, Department, Commission, Board, Authority, instrumentality or Contractor, under the control of GOI or GOVT OF ANDHRA PRADESH having jurisdiction over or the performance of all or any of the services or obligations of the APADCL and the Contractor under or pursuant to this.

**“Indemnifying Party”** means the Party obligated to indemnify the other Party pursuant.

**“LOA”** or **“Letter of Acceptance”** means the letter of acceptance referred to in the Recital 16.

**“APADCL Representative”** means such person or persons as may be authorized in writing by Managing Director/Chief Executive Officer, APADCL, and APADCL to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of APADCL under this Agreement.

**“Parties”** means the parties to this Agreement collectively and **“Party”** shall mean any of the Parties to this Agreement individually.

**“Cost for FACILITY MANAGEMENT SERVICES”** shall mean any amount payable by the APADCL the contractor/ service provider towards providing FACILITY MANAGEMENT SERVICES at Kurnool (Kurnool) Airport.

**“Preparatory Period”** means the period beginning with signing of the agreement and ending on the commencement date.

**“State Government”** means the Government of ANDHRA PRADESH.

**“Termination”** means the expiry or termination of this Agreement and **“Termination Date”** means the date on which this Agreement is terminated by a Termination Notice.

**“Termination Notice”** means the communication issued in accordance with this Agreement by any one

Party to the other Party terminating this Agreement in the form of email / written letter in original.

In this agreement, unless the context otherwise requires

Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

references to Indian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in any State or Union Territory forming part of the Union of India;

the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, Authority, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;

terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

the Words “include” and “including” are to be construed without limitation;

references to “construction” include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;

any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST)

Any reference today shall mean a reference to a calendar day.

Any reference to month shall mean a reference to a calendar month.

Any reference to year unless the context otherwise requires shall mean the calendar year.

The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of Authority hereunder or pursuant hereto in any manner whatsoever except as expressly provided in this agreement.

References to Recitals, Articles, Clauses, Sub-clauses, Paragraphs, or Schedules in this Agreement shall,

except where the context otherwise requires, be deemed to be references to Recitals, Articles, Clauses, Sub-clauses, paragraphs, and Schedules of or to this Agreement;

Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;

Unless otherwise expressly provided in this Agreement any Documentation required to be provided or furnished by the Contractor to APADCL shall be provided free of cost and in three copies and on a computer CD/ floppy or such media as is required for a Soft Copy storage and if Authority is required to return any such Documentation with their comments and/ or approval, they shall be entitled to retain two copies thereof;

In the event of any dispute in respect of interpretation of any clause of the agreement, the decision of APADCL shall be final and binding.

#### Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

#### **Priority of contract documents and errors/ discrepancies**

In case of ambiguities or discrepancies within this Agreement the following shall apply:

between two Clauses of this Agreement, the provisions of the specific clause relevant to the issue under consideration shall prevail over those in other Clauses;

between the Clauses and the Schedules, the Clauses shall prevail save as otherwise expressly set forth in this agreement;

Between any value written in numerals and that in words, the latter shall prevail.

## **2. SCOPE AND SPECIFICATION OF WORK:**

The Contractor shall provide the resources as defined under Annexure-I Schedule of Quantities. Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Annexure-I Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The rate quoted by the bidder includes all

consumables, incidental charges, accessories, key and critical equipment etc.

**(a) Operation and management of Terminal Building:**

- The Contractor shall undertake the operation and management of the Terminal Building in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice.
- The Contractor shall operate the Terminal Building in accordance with the Specifications and Standards as specified from time to time by the IATA or any successor thereof.
- The Contractor shall regulate the use of the Terminal Building and provide non-discriminatory access to all airlines and passengers in accordance with Applicable Laws and the provisions of this Agreement. For the avoidance of doubt, provision of different levels of services for identified categories of airlines and passengers shall not be construed as discrimination hereunder.
- The Contractor shall at all times keep free from obstruction all areas meant for circulation and use by passengers.
- The Contractor shall provide 50 hand baggage trollies as per approval of APADCL and maintain an adequate supply of efficient baggage trolleys within easy reach of the baggage claim areas and at the entry points of the Terminal Building. For the avoidance of doubt, the Parties agree that NO advertisements may be displayed on the trolleys by Contractor.
- The Contractor shall ensure that at all times, within the Airport, all Washrooms should be made available 24x7 in neat and tidy conditions.
- The Contractor shall, subject to conformity with the standards for signage as may be specified by ICAO from time to time, ensure availability of directions signs, signals, public announcement systems and enquiry counters to facilitate passengers and assist them in finding their way to airlines counters, travel facilities, passenger amenities and Cargo Facilities.
- The Contractor shall ensure that the Terminal Building is open to passengers during airport operating hours, including on public holidays, and at all times during 150 (one hundred and fifty) minutes before the scheduled departure of a flight and 90 (ninety) minutes after the arrival thereof, or as may be specified by the Authority in accordance with the security requirements and Good Industry Practices.
- The Contractor agrees and undertakes that the level of service in the Terminal Building shall, during the Peak Hour, be no inferior to 'Level of Service- D' as specified by IATA while assessing from time to time and in the event that the level of service is inferior to Level of Service-D in any Accounting Year, the Contractor shall pay Damages to the Authority which shall be determined at the rate of 1% (one per cent) of the total monthly contract price from Fees for that Accounting Year.

**(b) Safety, breakdowns and accidents**

In case of Emergency, the Contractor's responsibility for rescue operations in the Airport shall include safe evacuation of all Users and staff from the affected area as an initial response to any particular incident and shall also include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth movement of the Users.

**(c) De-commissioning due to Emergency**

If, in the reasonable opinion of the Contractor, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Airport, the Contractor 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 Contractor to the Authority without any delay, and the Contractor shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

The Contractor 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 Contractor to re-commission the Airport and shall notify the Authority of the same without any delay.

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.

No claim or compensation shall be due and payable to the Contractor 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.

**(d) Section closure**

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

The provisions of this Clause shall not apply to de-commissioning 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.

**(e) Damages for breach of obligations**

The below Penalty Schedule shall be applicable for all lapses, non-performance, or violations of contractual obligations under the scope of work for manpower, vehicle, and equipment services.

| Sl. No. | Lapse / Deficiency                                                     | Penalty                           |
|---------|------------------------------------------------------------------------|-----------------------------------|
| 1       | Non-deployment of required manpower as per agreed deployment plan      | Rs. 500 per person per day        |
| 2       | Delay in replacement of absent manpower beyond 24 hours                | Rs. 300 per person per day        |
| 3       | Deployment of unqualified / untrained personnel                        | Rs. 1,000 per person per instance |
| 4       | Non-submission of monthly wage register / EPF / ESI contribution proof | Rs. 500 per day of delay          |
| 5       | Non-wearing of uniform / absence of ID card / improper                 | Rs. 100 per person per day        |



| Sl. No. | Lapse / Deficiency                                                                   | Penalty                                        |
|---------|--------------------------------------------------------------------------------------|------------------------------------------------|
|         | turnout                                                                              |                                                |
| 6       | Misbehavior, misconduct, or breach of discipline by personnel                        | Rs. 1,000 per instance                         |
| 7       | Non-availability of committed vehicle(s) as per scope                                | Rs. 1,000 per vehicle per day                  |
| 8       | Use of vehicle without valid RC / insurance / pollution certificate / airport permit | Rs. 2,000 per instance                         |
| 9       | Non-maintenance of logbook / attendance records                                      | Rs. 200 per instance                           |
| 10      | Any other breach of contract, including violation of minimum wage or labour laws     | Rs. 1,000 per violation (per day if recurring) |
| 11      | Repeated violations (3 or more times in a month)                                     | May lead to suspension or termination          |

Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. Authority reserves the right to deduct these penalties from the payments due to the Contractor. Persistent non-compliance shall be treated as a breach of contract and may result in encashment of the performance security and termination.

#### **(f) Overriding powers of the Authority**

If in the opinion of the Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, 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 Contractor to take measures immediately for rectifying or removing such hardship or danger, as the case may be.

In the event that the Contractor, upon notice fails to rectify or remove any hardship or danger within a period specified by the authority, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Contractor 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 as specified by the authority; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be entitled to recover them from the Contractor in accordance with the provisions of clauses above along with the Damages specified therein.

In the event of a national emergency, civil commotion or any other act, the Authority may take over, or authorize any Designated GOI Contractor to take over, the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the Airport or give such directions to the Contractor 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 Contractor 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.

**(g) Excuse from performance of obligations**

The Contractor 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:

- (i) an event of Force Majeure;
- (ii) measures taken to ensure the safe use of the Airport except when unsafe conditions occurred because of failure of the Contractor to perform its obligations under this Agreement; or
- (iii) 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.

Provided that any such non-availability and particulars thereof shall be notified by the Contractor to the Authority without any delay. Provided further that the Contractor shall keep all unaffected parts of the Airport open to traffic, provided they can be operated safely.

**3. BID SECURITY/ PERFORMANCE SECURITY**

- (a) The Contractor has agreed to for the due and faithful performance of its obligations under the Agreement, provide to the APADCL a bid security for a sum of Rs. .... (.....) on or before signing of this agreement, in the form of bank guarantee issued in favor of the APADCL.
- (b) The performance security shall be released by the APADCL to the Contractor upon successful completion of the agreement period. In the event the Contractor does not start Facilities Management Services from the commencement date or the contractor is in breach of the terms of the Agreement, the APADCL shall, without prejudice to its other rights and remedies hereunder or in law may encash and appropriate such amount(s) it may determine from the commitment security as damages for such Contractor default. Upon such encashment and appropriation from the bid security/performance security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the bid security, and in case of appropriation of the entire commitment security provide a fresh commitment security, as the case may be, failing which APADCL shall be entitled to terminate this Agreement and appropriate entire performance security as damages.
- (c) The performance security shall remain in force for entire agreement period and will be released on the expiry of its successful completion.

**3. REPRESENTATIONS AND WARRANTIES**

- (a) **Representations and Warranties of the Contractor:** The Contractor represents and warrants to Authority that:
  - (i) It is duly organized and validly existing under the laws of Andhra Pradesh and India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - (ii) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

- (iii) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (iv) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (v) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (vi) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (vii) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (viii) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;.
- (ix) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- (x) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (xi) It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the RFP.
- (xii) The selected bidder and its/their Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking Facility Management services in accordance with this Agreement;
- (xiii) The selected bidder is duly organized and validly existing under the laws of the jurisdiction of its in Authority, and has requested APADCL to enter into this Agreement with the

Contractor pursuant to the Letter of Acceptance, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(xiv) No representation or warranty by it contained herein or in any other document furnished by it APADCL or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(xv) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to a person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of APADCL in connection therewith.

(xvi) All information provided by the selected bidder in response to the Request for Qualification and Tender Notices or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

(b) **Representations and Warranties of the APADCL:** APADCL represents and warrants to the contractor that it has:

(i) Full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(ii) Taken all necessary actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement;

(iii) The financial standing and capacity to perform its obligations under this Agreement; Agreed that this Agreement constitute as legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(iv) No knowledge of any violation or default with respect to any order, writ, injunction or a decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority 's ability to perform its obligations under this Agreement;

(v) Complied with Applicable Laws in all material respects.

#### **4. DISCLOSURE**

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

## **5. DISCLAIMER**

- (a) The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has after a complete and careful examination made an independent evaluation of likely revenue from the project, and all the information provided by Authority and has determined to its satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Contractor in the course of performance of its obligations hereunder.
- (b) The Contractor acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters contained herein and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Contractor, the Bidder or their Associates.

## **6. SAFETY REQUIREMENT**

The Contractor shall at its own cost operate and maintain equipment's towards safety of passengers as in this Agreement and follow Good Industry Practice, comply with Applicable Laws and Applicable Permits and more specifically:

- (a) Ensure safe travel of the passengers
- (b) Maintain a public relations unit to interface with and attend to suggestions from any user of the Airport.
- (c) Adhere to the safety standards as per the DGCA regulations and other best industry practice
- (d) The Contractor shall ensure safe conditions for the users and in the event of unsafe conditions, it shall follow the relevant operating procedures. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.
- (e) Authority may carry out necessary inspections at any time for a review of the compliance by the Contractor of its obligations under this Agreement.
- (f) All costs and expenses arising out of or relating to safety requirements shall be borne by the Contractor to the extent such costs and expenses form part of the work and services included in the Scope of the Project.

## **7. INDEMNITY**

The Contractor hereby undertakes to indemnify and hold Authority harmless against all cost, damages, liabilities, expenses arising out of any third-party claims relating to torts or contracts relatable to the operation and maintenance of the Airport.

## **8. INSURANCE**

The Contractor shall, at its own expense and prior to commencement of work, ensure the following insurance policies are obtained and maintained throughout the contract period:

- (a) Workmen's Compensation and Statutory Insurance: Coverage for all personnel deployed under

this contract, in compliance with:

- The Workmen's Compensation Act, 1923
  - The Employees' State Insurance Act, 1948
  - The Employees' Provident Fund and Miscellaneous Provisions Act, 1952
  - Any other applicable labour welfare legislation
- (b) Third-Party Liability Insurance: Covering any bodily injury, death, or property damage to third parties, including APADCL property, caused by acts or omissions of the Contractor's personnel or vehicles.
- (c) Comprehensive Motor Vehicle Insurance: All vehicles deployed under this contract shall be insured for:
- Own Damage
  - Third Party Liability
  - Theft, fire, flood, and natural calamities
  - Legal liability for drivers and passengers

The Contractor shall furnish valid copies of all insurance policies and premium receipts within 15 days from issuance of Letter of Award and prior to deployment of manpower or vehicles. The Contractor shall also ensure timely renewal of all policies and submit updated copies to APADCL.

APADCL shall not be liable for any accident, injury, death, or claim arising out of the operations of the Contractor under this contract. The Contractor shall indemnify and hold APADCL harmless from all such claims or liabilities.

Non-Compliance Failure to maintain valid insurance coverage shall be treated as a material breach of contract and may lead to termination. In such cases, APADCL reserves the right to obtain necessary insurance at the Contractor's risk and cost and recover the expenses from dues payable.

## 9. FORCE MAJEURE

- (a) The Contractor 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 Contractor or APADCL, as the case may be, is unable to render such performance by an event of Force Majeure (a "**Force Majeure Event**")
- (b) 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:
- (i) Materially and adversely affects the performance of an obligation;
  - (ii) Are beyond the reasonable control of the affected Party;
  - (iii) Such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
  - (iv) Do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder;

- (v) Which, by itself or consequently disables either party to perform its respective obligations under this agreement.
- (vi) “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:
- (vii) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Facility Management Services
- (viii) Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage affecting the Facility Management Services
- (ix) Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Facility Management Services, 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 Contractor of the service provider or any of their respective employees, servants or agents;
- (x) Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the Facility Management Services;
- (xi) Any effect of the natural elements, including epidemic or plague, lighting, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, affecting the facility management services;
- (xii) Explosion (other than a nuclear explosion or an explosion resulting from an act of war) affecting the Facility Management Services not because of the negligence of the Contractor.
- (xiii) Any even or circumstances of a nature analogous to any events set forth in paragraphs (i) to (xii) of this Clause.

(c) **Procedure for Force Majeure**

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:

- (i) That the Force Majeure Event(s) that has occurred;
- (ii) The obligation(s) affected
- (iii) The dates of commencement and estimated cessation of such event of Force Majeure;
- (iv) The manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this Agreement.
- (v) 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.
- (vi) 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 sub-Clause 14.4.1 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.

- (vii) 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.
- (viii) Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.
- (ix) 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.
- (x) 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

## **10.MITIGATION**

The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such Force Majeure Event. The affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall forthwith notify the other party of the same in writing.

## **11.DEFAULT AND TERMINATION**

### **(a) Contractor - Event of Default**

For the purposes of this Agreement, each of the following events or circumstances, to the extent not caused by a default of Authority or Force Majeure Event, shall be considered, as events of default of the Service provider (the "Contractor Event of Default") which, if not remedied within the Cure Period upon receipt of written notice from Authority within the period mentioned therein, in case such notice is issued, shall provide Authority the right to terminate this Agreement :

- (i) Any breach, including but not limited to the events specified hereunder by the Contractor of its obligations under this Agreement, and such breach if capable of being remedied, is not remedied within a period mentioned in the written notice issued by Authority specifying such breach and requiring the Contractor to remedy the same;
- (ii) Any representation or warranty of the Contractor herein contained which is, as of the date



hereof, found to be materially false, incorrect or misleading or the Contractor is at any time hereafter found to be in breach thereof;

- (iii) Suspension by the Contractor of the performance of the obligations under this Agreement for a period exceeding 7 consecutive days (except during the subsistence of a Force Majeure Event);
- (iv) Failure by the Contractor to operate and maintain the Facility Management Services agreement in accordance with the Applicable Laws or committing a default of its obligation as provided;
- (v) Failure of the Contractor to comply with the conditions of operational efficiencies mentioned.
- (vi) Failure of the Contractor to maintain insurance(s) as required in terms
- (vii) The Contractor is ordered to be wound up by a court; filing of a petition for voluntary winding up by the Contractor, or levy of an execution or restraint on the Contractor assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Contractor by a court of competent jurisdiction;
- (viii) The Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Facility Management Services contract;
- (ix) The Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- (x) The Contractor doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits
- (xi) Non-compliance of Equity lock-in provisions set forth in the bid document
- (xii) Failure to start operations from the commencement date
- (xiii) Commits a breach of its any obligations as contained in this agreement.

The authority has the right to terminate this agreement if the Contractor is not fulfilling the terms and conditions of the agreement.

## **12.TERMINATION**

- (a) Without prejudice to any other rights or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an Contractor Event of Default or a Authority Event of Default, the defaulting Party shall be liable for the breach caused and

consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party (the “**Notice of Intention to Terminate**”). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to represent against such notice to the non-defaulting Party who will consider the representation and assess if the default can be and or should be permitted to be cured. If not satisfied it may terminate this Agreement by issuance of a termination notice (the “**Termination Notice**”). In case the breach or the default can be cured, and the non-defaulting party considers it appropriate to allow curing of the default it will give such period as it may consider appropriate to cure, failing which the non-defaulting party may terminate the agreement by issuing a termination notice.

- (b) Save and except as otherwise provided in this agreement and without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of any breach by the Contractor under this Agreement including any Event of Default, the Authority shall be entitled to appropriate part or whole of the commitment Security and to terminate this Agreement by a communication in writing (the "**Termination Notice**") to the Contractor, if it has failed to cure such breach or default within the period provided for in the same notice.
- (c) Notwithstanding anything in this Agreement, if APADCL at any time appoints a new O&M concessionaire for the Airport, that concessionaire shall have the sole discretion to decide whether to continue or discontinue the services of the Contractor under this Agreement. In the event the new concessionaire opts to discontinue these services, this contract may be terminated with effect from a date decided by the concessionaire. APADCL shall have no obligation or liability whatsoever for such termination or the concessionaire's decision regarding continuation of services. The Contractor shall not claim any compensation or damages from APADCL on account of discontinuance of services under this clause

### **13.DISPUTE AND ITS RESOLUTION**

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

#### **Amicable Resolution**

In the event of any Dispute between the Parties, either Party may call upon Managing Director, APADCL Authority to mediate and assist the Parties in arriving at an amicable settlement thereof.

### **14.DISCLOSURE**

The Contractor shall make available for inspection during normal business hours on all working days copies of all records and reports to Authority as and when required.

## **15. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and interpreted in accordance with the Applicable Laws and the Courts in ANDHRA PRADESH shall have jurisdiction over all matters arising out of or relating to this Agreement.

## **16. MISCELLANEOUS**

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement;

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.
- (d) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.
- (e) In case, it is found after the execution of this agreement and during the period of subsistence thereof, that
  - one or more of the eligibility conditions have not been met by the Bidder, or
  - the Bidder has made material misrepresentation, or
  - has given any materially incorrect or false information,

This agreement shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by Authority to the Bidder or Contractor, as the case may be, without Authority liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, Authority shall forfeit and appropriate the Bid Security or the Commitment security, as the case may be, without prejudice to any other right or remedy that may be available to Authority.

Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document. Failure of Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any right of Authority hereunder.

## **17. SURVIVAL**

- (a) Termination of this Agreement (a) shall not relieve the Contractor or Authority of any obligations hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of

such Termination or arising out of such termination.

## **18.NOTICES**

- (a) Any notice or other communication to be given by a Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall:
- In the case of the Contractor, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the Contractor may from time to time designate by notice to the Authority, provided that notices or other communications be confirmed be sent by official email / facsimile to the number as the Contractor may from time to time designate by notice to Authority; and
  - In the case of Authority, be given by letter and be addressed to the MD, APADCL, of the Authority

## **19.SEVERABILITY**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

## **20.NO RELATIONSHIP**

Nothing in this Agreement shall be construed to create any partnership, joint venture, agency, or employer-employee relationship between the Parties. Each Party shall act solely as an independent entity, and neither Party shall have any authority to bind or obligate the other in any manner whatsoever.

## **21.LANGUAGE**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language

## **22.EXCLUSION OF IMPLIED WARRANTIES**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

## 23.COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of

ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED,  
GOVERNMENT OF ANDHRA PRADESH.

By

(Signature)

(Date) (Place)

Phone:

Fax: (Name)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of CONTRACTOR by:

(Signature) (Name) (Designation)