

Andhra Pradesh Airports Development Corporation

(Govt of AP Undertaking)

REQUEST FOR PROPOSAL (RFP)

RFP No : 03/2018-19/CEO/Kurnool Airport,/ Dated 31 .07.2018

NAME OF WORK **Conservation of water and beautification of Orvakal
Airport- Part B**

Estimate Cost. **: Rs.50.00Lakhs**

BID DOCUMENT – Part 1

Technical Bid

CHIEF EXECUTIVE OFFICER

ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED

GOVERNMENT OF ANDHRA PRADESH

ANDHRA PRADESH AIRPORTS DEVELOPMENT CORPORATION LIMITED

REQUEST FOR PROPOSAL (RFP)

RFP No : 03/2018-19/CEO/Kurnool Airport, Dated _31.07.2018

Bids are invited for the below -mentioned work from the Contractors / Contracting firms registered with Government of Andhra Pradesh or Central Government or any firm who has experience as desired below. The details of Tender conditions and terms can be downloaded from APADCL web site i.e. www.apadcl.com

1)	Name of the work	:	Conservation of water and beautification of Orvakal Airport- Part B
2)	Estimate Contract value of work put to tender	:	Rs. 40,37,840/-
	Officer Inviting Authority		Chief Executive officer, APADCL, Hyderabad
3)	Period of completion of work	:	3 Months
4)	Form of contract	:	LUMPSUM
6)	(1) Bid Security /Earnest Money Deposit	:	Rs. 40,378/- The Bidder shall furnish, as part of its bid, a bid security in the form of unconditional & irrevocable Bank Guarantee valid for 6 months drawn in favour of "Managing Director, APADCL, Vijayawada" payable at Vijayawada
	(2) Tender Fee	:	Bid Cost Rs.10,000/- DD in favour of Managing Director, APADCL, Vijayawada.
7)	Publication of the tender document	:	31.07.2018 10.00 AM Onwards
8)	Last date and time for submission of Tenders	:	Part 1 (Technical bid) & part 2 (Commercial bid) in two different envelopes and both packed in another big envelop 14 .8.2018 up to 03.00 PM
9)	Date and time of opening of tenders	:	
	a) Technical Bids		14.8.2018 @ 04.00 PM
	b) Price Bids		21.8.2018 @ 04.00 PM

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.

2. Procedure for submission of Bids:

Bidders need to contact the Chief General Manager (Engg), APADCL, for any quarries at Hyderabad office #10-2-1, 1st Floor, FDC Complex, AC Guards, Hyderabad – 500 028, Office Ph.No. 040 2970 0263, Email id: gminfra.apadcl@gmail.com.

- (a) The documents pertaining to Technical Bid need to be attached to the tender while submitting the bids .
- (b) Successful (L1) bidder shall furnish the original hard copies of all the documents / certificates / statements for verification before concluding agreement with **the Chief Executive Officer, APADCL, Hyderabad.**
- (c) The bidder shall be required to furnish a declaration stating that the **copies of documents furnished by them are genuine. Any incorrectness / deviation noticed will** be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

3. Qualification Requirements and Submission of Bids: -

To qualify for consideration of award of the contract each bidder should fulfill the following criteria

- 1. Assessed available Bid capacity as per formula (2AN-B) should be greater than the Estimated Contract Value as specified in the Tender Document.

The details and certificates are to be furnished as per the Performa/ formats available in the tender schedules.

- 2. The bidder should have **satisfactorily completed similar works** of value not less than **Rs. 80,75,680** /-as a Prime Contractor in the same name and style in any one year during the financial years 2013-2014 to 2017-18 updated to 2018-2019-price level. Sub contractor's / GPA holder's experience shall not be taken into account **and weightage towards experience would be given 10 % weightage per year for updating to the price level of 2018-19.**

- 3. The Bidder should have **executed the minimum quantities of items of work** as given below in any one year during the financial years 2013-2014 to 2017-18. The bidder should enclose certificate issued by the State/Central Government/ Corporations undertakings not below the rank of EE or equivalent.

(Combined Quantities)

Sl.No.	Item	For this work
1	Avenue Plantation - Either side of The Road	2400nos
2.	Earth work excavation	2400cum
3.	Earth work filling	2400cum

The bidder should submit the particulars invariably in the format specified in the tender schedule along with necessary certificates, failing which his tender shall be treated as incomplete and summarily rejected.

The bidder should further demonstrate:

- i) Availability (either owned or leased) of the following key and critical equipment.
 1. Tipper : 1 No
 2. Tractor : 1 No
 3. Water Tank (5000 Ltrs) : 1 No
- ii) Availability of the following key technical person with adequate experience one Graduate as Project Manager and One Diploma holder as Supervisor.
- iii) Liquid assets / credit Facilities / Solvency certificate from Nationalized Bank/Scheduled Commercial Bank of value not less than **Rs. 40,37,840/-**
- iv) The bidder shall pay the **EMD @ 1% i.e., Rs.40,378/-** from their registered banks or in the shape of Irrevocable Bank guarantee in favor of **the Managing Director, APADCL, Vijayawada** in the standard format issued by any Nationalized Bank to be valid for 6 months from the date of RFP .
- v) The tenders will be opened by the Chief Executive Officer, Hyderabad or his nominee at his office in the presence of bidders/or their authorized representatives on the dates mentioned.
- vi) The price bids of such bidders who are determined to have complied with the eligibility criteria will only be opened as already mentioned above.
- vii) If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next working day without any notification.

INSTRUCTIONS TO BIDDERS

A – GENERAL

NAME OF WORK : **Conservation** of water and beautification of Orvakal Airport- Part B

1. Scope of work:

ECV put to tender: **Rs. 40,37,840/-**

List out principal components of the work:

Items	
Plantation	2400nos
arth work excavation	2400cum
Earth work filling	2400Cum

Period of completion: **3 months**

SSR adopted: Common SSR for the year 2017-18

The bidder shall attach the original BG for EMD and DD for Tender fee etc., along with Technical bid in the First envelop, failing which lead to disqualification from the bidding process.

The tenders will be opened by the Chief Executive Officer, APADCL, Hyderabad or his nominee at his office in the presence of bidders or their authorised representatives, on the dates mentioned in Notice

Inviting Tender (NIT). If the office happens to be closed on the date, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in Newspapers or sent through Fax/telegrams to all those who purchased the tender documents.

1. Firms eligible to tender:

1. The Firms who Possess the valid registration in the class and category mentioned in the NIT or required experience by satisfy all the conditions therein.
2. Who are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business have complied with the eligibility criteria specified in the NIT are the eligible bidders.

1.1. Firms ineligible to tender:

- i) A retired officer of the Government of Andhra Pradesh or Government of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iii) The contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the contractor's service.
- v) Contractor shall not be eligible to tender for works in the division/circle where any of his near relatives are employed in the supervision of the work. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government employees related to him. Failure to furnish such information bidder is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and step daughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and

10. Any person residing with or dependent on the contractor.

2. Qualification data of the bidders

2.1. The bidder shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a) Check slip to accompany the tender (in Annexure-I).
- b) Self-attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association, GST registration, certificate etc., copy of **PAN CARD** and copy of **LATEST INCOME TAX RETURNS i.e. for FY 2017-18, certified balance sheet by company secretary / Chartered accountant**, submitted along with proof of receipt.

Note: The Partnership firms, which are registered as contractors shall intimate the change in partnership deed, if any as per **GO Ms No.58, I & CAD Corporation dated: 23/4/2002** within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the registration authority may be enclosed.

- c) Value of all works executed every year during the last Five financial years (i.e., from 2013 - 2014 to 2017 - 2018) in Statement -I
- d) Details of similar nature of works completed in the name of the bidder as Prime Contractor during the last five financial years i.e., **from 2013- 2014 to 2017 - 2018** showing year wise break up of value of work executed in Statement -II
- e) Year wise specified quantities executed by the bidder during the last five financial years in Statement - III
- f) Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement - IV
- g) Availability of Key & critical construction equipment in Statement - V
- h) Availability of key personnel for administration/site management and execution viz., technical personnel required for the work (Statement - VI)
- i) Information regarding any litigation, with Government during the last five years in which the bidder is involved in (Statement - VII)

2.2. Joint ventures : - Not allowed

2.3. QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

As per NIT **NOTE : The bidders shall sign on all the statements, documents, certificates furnished by him owning responsibility for their correctness/authenticity. Bid capacity.**

The bidder who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value will be qualified for opening of Price bid. The available bid capacity will be calculated as under:

Available Bid capacity: **(2AN-B)**

Where,

A= Annual turnover for the last 5years

- N= Number of years prescribed for completion of the work for which tenders are invited **3 months.**
- B= Updated value (at current price level), of all existing commitments i.e., on going works, works likely to be awarded to be executed during the next 3 months (Period of completion for which tenders are invited).

Annual turnover, cost of completed works and balance works on hand etc., shall be updated by giving weight age of 10% per year to bring them to current price level.

No relaxation will be given to any of the qualification criteria.

Note: a) Sub-contractor's experience in his name will be taken in to account in determining the bidder's compliance to the qualification criteria, if it is as per GO Ms No. 94, dated: 01/07/2003

- 3.4 Tenders with an excess of above **5%** of the estimated contract value shall summarily be rejected
- 3.5 For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 25% of the estimated contract value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be paid by the successful bidder at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized/Scheduled Commercial Bank in the prescribed format valid till completion of the work in all respects
- 3.6 a) If the percentage quoted by a bidder is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
- b) A bidder submitting a tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The bidder overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the bidder to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

3. One Tender per Bidder:

- 3.1. Each bidder shall submit only one tender for the work. A bidder who submits more than one tender will cause disqualification of all the tenders submitted by the bidder.

4. Site Visit.

- 4.1. The bidder, at the bidder's own responsibility and risk is advised to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the tender for entering into a contract, for execution of the work. The costs of visiting the site shall be at the bidder's own expense.

B. TENDER DOCUMENT

1. Amendment to tender documents

- a. Before the last date for submission of tenders, the tender Inviting officer may modify any of the contents of the tender Notice, tender documents by issuing amendment/addendum.
- b. Any addendum/amendments issued by the tender inviting officer shall be _____ part of the tender document and it shall be published in the web site www.apadcl.com and it is the bidder responsibility to track if any amendment issued till the date of submission of the bid
- c. To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the tender inviting officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

1. Language of the Tender

- a. All documents relating to the tender shall be in the **English** language only.

2. Documents comprising of the tender

- a. The bidders who are desirous of participating in tender shall submit their technical bids, price bids etc., in the standard proscribed in the tender documents displayed in www.apadcl.com . The bidders should furnish their technical bids. **The bidders shall sign on all the statements, documents, certificates, furnished by him, owning responsibility for their correctness/authenticity.** The original DD of Tender fee and BG of EMD must be accompanied with technical bid in the same envelop. Failure to furnish DD and / BG, entail rejection of the bid and forfeiture of the EMD. Similarly if any of the certificates, documents etc., furnished by the bidder is found to be false/fabricated/bogus, the bidder will be black listed and the EMD forfeited.
- b. The Schedule - A (Price bid) contains not only the quantities but also the rates worked out by the Corporation and the amount for each item and total value of the estimated contract. The bidder should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
- c. The bid offer shall be for the whole work and not for individual items/part of the work.
- d. All duties, taxes, and other levies payable by the contractor as per _____ State/Central Government rules, shall be included in the tender percentage quoted by the bidder, however keeping in view the maximum reimbursable amounts specified in Part - II of price bid.
- e. The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

3. Validity of tenders:

- a. Tenders shall remain valid for a period of **6 months** from the last date for receipt of Tender specified in NIT.
- b. During the above mentioned period no plea by the bidder for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained. In exceptional circumstances, prior to expiry of the original time limit, the tender inviting officer may request the bidders to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing. A Bidder may refuse the

request without forfeiting his E.M.D. A bidder agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D for a period of the extension.

4. **Signing of Tenders**

- a. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence..
- b. The tender shall contain no alterations or additions, except those to comply with instructions issued by the tender inviting officer, or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialed by the person signing the tender.
- c. No alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized, and if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS.

1. Submission of Tenders:

- a) Original BG towards EMD issued by a Nationalized Bank / Scheduled Commercial Bank which is valid for the required period .’
- b) The bidder shall invariably ensure that the following documents are furnished. The technical bid evaluation of the bidders will be done on the certificates / documents furnished towards qualification criteria furnished by them.
- c) Check slip showing the requisite particulars/certificates that are enclosed under Annexure – I Qualification Information.
- d) Copy of contractors registration certificate under appropriate class with Government Copy of **PAN CARD** , along with a copy of **LATEST INCOME TAX** returns submitted along with proof of receipt.
- e) Copy of **GST** registration and latest valid commercial tax clearance certificate.
- f) Annual turnover for the last 5years in statement -I
- g) The details of works executed as prime contractor (in the same name) during the last five financial years, showing year wise break up of value of work executed in Statement -II duly supported with work done certificates, work wise.
- h) The physical quantities of specified works executed as prime contractor (in the same name) in the last five financial years with year wise break up work wise in statement - III duly supported with work done certificates.
- i) The information on ‘existing commitments’ with supporting certificates in statement – IV
- j) The availability of key/critical construction equipment in statement – V
- k) The availability of key personnel in statement – VI
- l) The information and litigation history in statement – VII

- m) Proof of liquid assets in the shape of solvency certificate for the required amount

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

2. Last date / time for submission of the tenders.

Tenders are not accepted under any circumstances after the last date / time prescribed in NIT

- 3. Modification to the tender :** No tender shall be modified after the last date / time of submission of tenders.

E. TENDER OPENING AND EVALUATION

1. Tender opening

- a) The bidders or their authorized representatives can be present at the time of opening of the tenders. Either the bidder himself or one of his representative with proper authorisation only will be allowed at the time of tender opening. If any of the bidder is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the non-representative bidder, reads out and record the deficiencies if any, which shall be binding on the bidder.

- b) The technical bid containing qualification requirements as per Annexure: I & II and statement I to VII will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as bidders or their authorised representatives present.

2. Clarification on the technical bid

- i. The tender opening authority may call upon any bidder for clarification on the Statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the bidder. The clarification called for from the bidders shall be furnished within the stipulated time, which shall not be more than a week.
- ii. The bidder if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

3. Examination of technical bids and determination of responsiveness

- i. The Chief General Manager (Engg) will evaluate whether each bidder is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified bidder.
- ii. If the technical bid of a bidder is not satisfying any of the eligibility criteria it will be rejected by the Chief General Manager (Engg). However, the tender accepting authority detects any error in the evaluation of tenders by Chief General Manager (Engg), the tender accepting authority while returning the tenders may direct the Chief General Manager(Engg) as the case may be, to re-evaluate the tenders.
- iii. If any alteration is made by the bidder in the tender documents, the conditions of the contract, specifications or statements / formats or quantities the tender will be rejected.

4. Price bid opening

- a) Only the price bids of qualified bidders whose technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified bidders or their authorised representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the bidders present are taken in the minutes.

- b) The price bid of the unqualified bidders will not be opened and kept in safe custody till the tenders are finalized and thereafter E.M.D will be returned to the unsuccessful technically qualified bidders.

5. Evaluation and comparison of price bids

- a) The Chief General Manager (Engg) will evaluate and compare the price bids of all the qualified bidders.
- b) Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest bidder prior to finalization of tenders may be accepted by the tender accepting authority.
- c) Selection of bidder among the lowest and equally quoted bidders will be in the following orders:
- i. The bidder whose bid capacity is higher will be selected if the multiple bidders quoted the same price bid
 - ii. In case the bid capacity is also same the bidder whose annual turnover is more will be preferred.
 - iii. Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

6. Discrepancy in tender percentage quoted

- a) In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the bidder has quoted over all tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

7. Process to be confidential

- a) Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced by the tender accepting authority. Any effort by a bidder to influence the processing of tenders or award decisions may result in the rejection of his tender.
- b) No Bidder shall contact the Chief General Manager (Engg) or any authority concerned with finalization of tenders on any matter relating to its tender from the time of the tender opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Chief General Manager (Engg), it should do so in writing.
- c) Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest bidder shall be called for.

F. AWARD OF CONTRACT

1. Award Criteria

- a. The Chief General Manager (Engg) will recommend to the competent tender accepting authority for award of the contract to the bidder who is found technically qualified as per the tender conditions and whose price bid is lowest.
- b. The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without showing any reason.

Notification of award and signing of agreement

- c. The Bidder whose Tender has been accepted will be informed the award of the work by the Chief General Manager (Engg) prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) will indicate the amount that the Government will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Amount”).
- d. When a tender is to be accepted the concerned bidder shall attend the office of the Chief General Manager (Engg) on the date fixed in the Letter of acceptance. Upon intimation being given by the Chief General Manager (Engg) of acceptance of his tender, the bidders shall submit the document for payment of the balance E.M.D/security deposit wherever needed unconditional and irrevocable Bank Guarantee obtained from a Nationalized Bank with a validity period of (Period of Completion in months+24) months, and sign an agreement in the form prescribed by the Corporation for the due fulfillment of the contract. Failure to attend the Chief General Manager (Engg) office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the **APADCL** shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the **APADCL**.
- e. The successful bidder has to sign an agreement within a period of 7 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the bidder.

2. Corrupt or fraudulent practices

- a) The Government/APADCL require that the bidders/suppliers/contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government/APADCL define for the purposes of the provision, the terms set forth below as follows:
- b) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government/APADCL official in procurement process or in contract execution: and
- c) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government/APADCL and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government/APADCL of the benefits of free and open competition.
- d) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- e) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government/APADCL contract.
- f) Further, more bidders shall be aware of the provisions stated in the general conditions of contract.

FORMS OF TENDER QUALIFICATION INFORMATION

Annexure -I

CHECKLIST TO ACCOMPANY THE TENDER

No	Eligibility Criteria	Proof required	Criteria to be met by
1	2	3	4
1	Copy of Contractors valid registration under appropriate Class with Government of Andhra Pradesh/GOI/Required Experience	<i>Class-III Civil / Valid Registration of the firm + Experience certificate</i>	3. The Firms who Possess the valid registration and in the class and category mentioned / Experience and satisfy all the conditions therein.
2	EMD	Rs. 40,378/-	The bidder shall pay in the shape of Irrevocable Bank guarantee in favor of the Managing Director, APADCL, Vijayawada in the standard format issued by any Nationalized Bank to be valid for 6 months from the date of RFP
3	Tender fee	Rs10,000/-	Bid Cost in the form of DD in favor of the Managing Director, APADCL, Vijayawada
4	Copy of PAN card, GST registration along with a copy of latest Income Tax returns submitted along with proof of receipt	Copy of the valid PAN , GST Registration certificates issued by the competent authority in India and Latest ITR	Copy of contractors registration certificate under appropriate class with Government Copy of PAN CARD, GST registration, along with a copy of LATEST INCOME TAX returns submitted along with proof of receipt.
6	Annual turnover for the last 5 Financial years in statement - I with supporting certificates	Annual Financial turn over for 2013-14 to 2017-18	Annual turnover in any one financial year during the last 5 financial years (updated to current price level)
7	Details of similar works (i.e., Horticulture) completed as prime contractor (in the same name) during the last five financial years in statement - II with supporting certificates	Completion certificates reflecting the total value of completion amounting to Rs. 80,75,680 /- in any one financial year between FY 2013-4 to 2017-18	The bidder should have satisfactorily completed similar works of total value not less than Rs. 80,75,680 /- as a Prime Contractor in the same name and style in any one year during the financial years 2013-2014 to 2017-18 updated to 2018-2019 price level. Sub contractor's / GPA holder's experience shall not be taken into account and weightage towards experience would be given 10 % weightage per year for updating to the price level of 2018-19.

8	Quantities of works executed in Horticulture works as prime contractor (in the same name) during the last five financial years in statement - III with supporting certificates	The financial years 2013-2014 to 2017-18 updated to 2018-2019	Year wise specified quantities executed by the bidder during the last five financial years in Statement - III
9	Details of existing commitments i.e., works on hand and works for which tenders are submitted in statement - IV with supporting certificates	Value of B i) On Going works ii) Works yet to be entrusted	Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement - IV
10	Availability of critical equipment in statement - V	Scanned copy of declaration on critical equipment	Availability of Key & critical construction equipment in Statement - V
12	Availability of key personnel in statement - VI	List of Proposed people to be deployed	Availability of key personnel for administration/site management and execution viz., technical personnel required for the work (Statement - VI)
13	Litigation history in statement - VII	The financial years 2013-2014 to 2017-18	Information regarding any litigation, with Government during the last five years in which the bidder is involved in (Statement - VII)
14	Proof of liquid assets in the shape of Solvency certificates etc., for the required amount	Solvency Certificates amounting to Rs.40,37,840/-	Liquid assets / credit Facilities / Solvency certificate from Nationalised Bank/Scheduled Commercial Bank of value not less than Rs.40,37,840/-
15	Declaration in on line stating that the documents furnished by them are genuine	Yes	Yes
16	Any other certificates required as per NIT		

Notes:-

- 1) The statements furnished shall be in the formats appended to the tender document.
- 2) The information shall be filled-in by the bidder in the checklist and statements I to VII, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the bidder's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted by the bidder.
- 3) The bidders shall sign on all the statements, documents, certificates, furnished by him, owning responsibility for their correctness/authenticity.

DECLARATION

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

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

Signature of the Bidder

All the following statements (I to VII) need to be furnished by the bidder with self-declaration and need to be furnished the same with by certified by the concerned officer mentioned there-in prior to award of the work, failing which it will make him in-eligible for the award and forfeiture of his EMD

STATEMENT – I

Details of Turnover in each year during the last five financial years by the bidder.

Sl. No.	Financial Year	Value in Rs:
	2013-2014	
	2014-2015	
	2015-2016	
	2019-2017	
	2017-2018	

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

Signature of the Bidder

STATEMENT – II

Details of similar works Horticulture completed in the name of the Bidder during the last five financial years.

Sl. No	Name of the work	Address of Agt. Concluding Authority	Agreement No. & dated.	Value of Contract			
1	2	3	4	5			
Stipulated period of completion	Actual date of completion	Value of work had done year wise during the last 'five' years.					Total value of work done.
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
6	7	9	10	11	9	13	14

Attach certificates issued by the EE or any other equivalent officer concerned

Signature of the Bidder

STATEMENT – III

Physical quantities executed by the Bidder in the last five financial years. [work wise/year wise].

Sl. No	Financial year	Name of the work	Agt.No.	Plantation	Earth work excavation	Earth work filling. I
1	2	3	4	5	6	7
1.	2013-14					
2.	2014-15					
3.	2015-16					
4.	2016-17					
5.	2017-18					

Attach certificates in support of the above quantities issued by the EE or any other equivalent officer concerned.

Signature of the Bidder

STATEMENT – IV

Details of existing commitments

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

Sl. No	Name of work	Address of Agt. concluding authority	Agt No & date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance value of works to be completed	Anticipated date of completion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10

Attach certificates issued by the General Manager(Engg) /Executive Engineer concerned and countersigned by Chief General Manager/Superintending Engineer, indicating the balance work to be done, and likely period of completion.

Signature of the Bidder

B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

Sl.No.	Name of the work	Address of Agt. Concluding authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender
1	2	3	4	5	6	7

Signature of the Bidder

STATEMENT – V

Availability of Critical Equipment The bidder should furnish the information regarding the Availability of Critical Equipment, required for construction/ execution of the work .

DECLARATION

“I do hereby solemnly affirm and declare that I / We deploy the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the Corporation detects at any stage that I/we do not deployed the equipment listed below.

STATEMENT – VI.

Availability of Key Personnel

Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl.No.	Name	Designation	Qualification	Total Experience	Working with the bidder since
1	2	3	4	5	6

Signature of the Bidder

STATEMENT – VII

Information on litigation history in which Bidder is the Petitioner.

S.No.	Case No. / Year	Court where	Subject Matter prayer in the case	Respondents i.e., SE/CE	Present Stage
1	2	3	4	5	6

Signature of the Bidder

TENDER

Date:

To

The Chief Executive Officer
APADCL.

Sir,

I/We do hereby tender and if this tender be accepted, under take to execute the work viz “Conservation of water and beautification of Orvakal Airport- Part B

As described in the specifications deposited in the office of the Chief General Manager, APADCL with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided relating to “Payment on lump-sum basis or by final measurement at unit rates”

I/WE have also quoted percentage excess or less on E.C.V., in Schedule 'A' (in words and figures) for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE agreed to keep the offer in this tender valid a period of **45 days** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the MoRT&H (4th revision) / A.P.S.S. and the preliminary specifications therein and the A.P.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government/APADCL based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I / WE enclosed to my/our application for tender schedule a crossed demand draft /Bank guarantee No.....dated:.....) for Rs:as earnest money not to bear interest.

I / WE shall not assign the contract or sub-contract any portion of the same. In case if it becomes necessary such sub-contracting with the permission of the Chief General Manager (Engg) shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work enjoined in A.P.S.S.

I/WE fully understand that the written agreement to be entered into between me/us and APADCL shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the officer authorised to enter into contract on behalf of APADCL.

I AM/WE ARE professionally qualified and my/our qualifications are given below:

I/WE declare that I/WE agree to recover the salaries of the technical staff actually engaged on the work by the Corporation, from the work bills, if I/We fail to employ technical staff as per the tender condition.

BIDDERS / CONTRACTOR'S CERTIFICATE

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the MoRT&H (4th Revision) and Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We

submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute.

- (2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for the materials.
- (3) I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I / WE hereby declare that I / We will pay an additional security deposit(ASD) in terms of condition 3.6 of instructions to bidders.
- (5) I / WE hereby declare that I am / we are accepting to reject my tender in terms of condition 3.7 of instructions to bidders.
- (6) I / WE hereby declare that I / We will not claim any price escalation.
- (7) I / WE hereby declare that I am / We are accepting for the defect liability period as 24 Months under clause 28 of APSS.
- (8) I / WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for the said work purposes shall rest with me/us.
- (9) I / WE declare that I / WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess or less ECV are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to the Corporation after completion of work.
- (10) I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (11) I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (12)** I / WE declare that I / WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE BIDDER

- 1) I/WE have not been black listed in any Corporation in Andhra Pradesh due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.
- 4) I/WE have gone through carefully all the tender conditions and solemnly declare that I/WE will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Corporation against us, if it is found that the statements, documents, certificates produced by us are false/fabricated.

Address of the Bidder:

Phone No.:

Fax No.

CONTRACTOR

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Words have their normal meaning under the language of the contract unless specifically defined.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender (Technical bid)
 - 4) Bill of quantities (Price-bid)
 - 5) Any other document listed as forming part of the Contract.

2. Delegation:

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

3. Communications:

- 4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

4. Sub-contracting:

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

5. Other Contractors:

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

6. Personnel:

- 6.1 The Contractor shall employ the required Key Personnel duly approved by the Chief General Manager (Engg), APADCL.

- 6.2 Failure to employ the required technical personnel as per agreement by the contractor, amount will be recovered from the contractors bills towards technical personnel as per **SSR 2017-2018**.
- 6.3 The technical personnel should be on full time and available at site whenever required by General Manager in Charge to take instructions.
- 6.4 The names of the tentative technical personnel proposed to be employed by the contractor should be furnished in the statement enclosed separately.
- 6.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.
- 6.6 If the contractor fails to employ technical personnel the work will be suspended or Corporation will engage a technical personnel and recover the cost thereof from the contractor.
- 6.7 If the Chief General Manager (Engg), APADCL asks the contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

7. Contractor's Risks:

- 7.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the contractor.

8. Insurance: Not applicable

9. Site Inspections:

- 9.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.
- 9.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

10. Contractor to Construct the Works:

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

11. Diversion of streams / Vagus / Drains. : Not applicable

12. Power Supply.

- 12.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Corporation for the cost of power consumed by him.
- 12.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules. The power shall be used for bonafide Corporational work only.

13. Monsoon Damages:

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

14. The works to be completed by the intended completion date:

14.1 The contractor may commence execution of the works on the start date and shall carry out the works in accordance with the program submitted by the contractor, as updated with the approval of the Chief General Manager (Engg), APADCL, and complete the work by the Intended completion date.

15. Safety:

15.1 The Contractor shall be responsible for the safety of all activities on the site.

16. Discoveries:

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

17. Possession of the Site.

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

18. Access to the Site:

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

19. Instructions:

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

20. Settlement of disputes:

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

Claims up to a value of Rs. 50,000/- - CEO, BIACL

Claims up to the value of Rs50,001/- to Rs.5,00,000/- - MD, BIACL

Claims more than Rs 5,00,000/- up to Rs 10,00,000/- - Arbitration

The contractor shall make a reference for adjudication under these clauses within **7 days** from the date of occurrence of the event in writing to CGM(Engg).

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

All claims of above Rs.10,00,000/- are to be filed before competent court having the jurisdiction in India.

B. QUALITY CONTROL

1. Identifying Defects:

- a. The Project Management Consultancy(PMC) who is engaged for quality control for Orvakal Constructional work shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. the Chief General Manager (Engg), APADCL may instruct the Contractor to verify the Defect and to uncover and test any work that the General Manager considers may be a Defect.

2. Tests:

- a. If the PMC instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the contractor shall pay for the test and any samples.

3. Correction of Defects:

- a. The PMC shall give notice to the contractor of any defects before the end of the defects liability period, which begins on completion. The defects liability period shall be extended for as long as defects remain to be corrected by the contractor.
- b. Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the Chief General Manager (Engg), APADCL's notice.

4. Uncorrected defects

- a. If the contractor has not corrected the defect within the time specified in the Chief General Manager (Engg), APADCL's notice, the Chief General Manager (Engg), APADCL will assess the cost of having the defect corrected and the contractor will pay this amount.

C. Cost Control

1. Bill of Quantities:

- a. The Bill Quantities shall contain items for the work to be done by the Contractor.
- b. The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

2. Changes in the Quantities:

- a. The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

- b. The payment of rates for such supplemental items of work will be regulated as under;
Supplemental items directly deducible from similar items in the original agreement.
- i. The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.
- ii. (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
(b) Purely new items which do not correspond to any item in the agreement.
- iii. The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

3. Extra Items:

- a. Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the General Manager - in - Charge. The rates for extra items shall be worked out by the Chief General Manager (Engg), APADCL as per the conditions of the Contract and the same are binding on the Contractor.
- b. The contractor shall before the 15th day of each month, submit in writing to the Chief General Manager (Engg), APADCL a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

c. Entrustment of additional items:

- i. Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.
- ii. Entrustment of the additional items contingent on the main work will be authorised by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.
- iii. Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. the Chief General Manager , who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived

will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

4. Cash flow forecasts : Not applicable

5. Payments:

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

b. Payments and Certificates:

- i. Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfillment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Chief General Manager (Engg), APADCL, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contractor under the certificate to be issued by the THE CHIEF GENERAL MANAGER (Engg), APADCL. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of 24 months as all defects shall have been made good according to the true intent and meaning there off.
- ii. In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the APADCL or at any time there-after from the deposits available with the APADCL.

- iii. The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

c. Intermediate Payments:

- i. For intermediate Stage of work, only part rates as fixed by the Chief General Manager (Engg), APADCL will be paid.
- ii. Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
- iii. Full rate shall be paid when the work is completed to the full profile as noted in the drawings.
- iv. For earthwork in cutting, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the work to the profiles as per drawings and disposal of the spoil material at the specified places and handing over the balance useful stone. For this purpose a length of 25 mts. will be taken as a Unit.
- v. For earth work, embankment formation work, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the bund to the profiles as per drawings including trimming of side slopes and all other works contingent to the bund profile. For this purpose, 25 mts of length will be taken as a Unit.
- vi. For the structure works either with masonry or concrete where the height of structure is more than three meters, the quantities executed in the lower level will be withheld at the rate of one percent for every three meters height, if the balance height of the structure work is more than three meters in being over the executed level and the same will be released only after the entire work is completed as certified by the CHIEF GENERAL MANAGER (Engg), APADCL.
- vii. For C.M. & C.D. works and for lining works, spread over more than 2 Km. In length 5 percent of the concrete and Masonry quantities will be withheld and the same will be released after completion of all C.M. & C.D. works and lining for the entire length certified by the Chief General Manager (Engg), APADCL.
- viii. Where payment is intended for aggregates by Bill of Quantities item based on stock measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site.

6. Certificate of Completion of works:

- a. Certificate of Completion of works:
 - i. When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Chief General Manager (Engg), APADCL accompanied by an undertaking to carry-out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Chief General Manager (Engg), APADCL to issue a Certificate of completion in respect of the Works. The CHIEF GENERAL MANAGER (Engg), APADCL shall,

within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the APADCL opinion, required to be done by the Contractor before the issue of such Certificate. The THE CHIEF GENERAL MANAGER (Engg), APADCL shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the APADCL of the works so specified and making good of any defects so notified.

7. Taxes

- a. The percentage quoted by the contractor is inclusive of all relevant taxes and other taxes on all materials that the contractor will have to purchase for performance of this contract.
- b. All Taxes such as GST, seigniorage, royalties etc., in respect of materials to be consumed on the work and also in the finished item of work etc., must be borne by the contractors.
- c. As per section 194-C of income tax act 1961, deduction at the rate of 2.24% in respect of individual contractors and 2.30% in respect of firms on the gross amounts of payments will be made towards income tax. The tax will be recovered at the rates as per the income tax act during course of execution.

8. Price Adjustment: No Price adjustment allowed.

9. Retention

- a. The Corporation shall retain from each payment due to the contractor at the rate of 7.5% of bill amount until completion of the entire scope of Works.
- b. On completion of the whole works, the Contractor may substitute retention money with an “**on demand**” Bank Guarantee.

10. Liquidated Damages

- a. The liquidated damages for the whole of the work: **This may be filled at the time of concluding the agreement, As per NIT**

The maximum amount of liquidated damages for the whole of the works is Twenty five percent of final contract price.

11. Payment of Mobilization Advance –Deleted (Not Applicable)

12. Securities:

- 12.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond **25%**) shall be provided to the Corporation not later than the date specified in the Letter of Acceptance acceptable to the Corporation. The Earnest Money deposit shall be valid for 28 days from the date of expiry of Defects Liability Period and the additional security shall be valid for 28 days from the date of issue of the certificate of completion.

13. Cost of Repairs:

- 13.1 Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

1. Completion:

- 1.1 The Contractor shall request the Chief General Manager (Engg), APADCL to issue a Certificate of completion of the Works and it will be issued upon deciding that the work is completed.

2. Taking Over:

- 2.1 The Corporation shall take over the Site and the Works within seven days of the Chief General Manager (Engg), APADCL issuing a certificate of Completion.

3. Final Account:

- 3.1 The Contractor shall supply to the Chief General Manager (Engg), APADCL a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Chief General Manager (Engg), APADCL shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Chief General Manager (Engg), APADCL shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, The Chief General Manager (Engg), APADCL shall decide on the amount payable to the Contractor and issue a payment certificate with-in 56 days of receiving the Contractor's revised account.

4. Termination:

- 4.1 The Corporation may terminate the Contract if the contractor causes a fundamental breach of the Contract.
- 4.2 Fundamental breaches of Contract include, but shall not be limited to the following.
- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by THE CHIEF GENERAL MANAGER (Engg), APADCL.
 - b) The Contractor is made bankrupt or goes into liquidation other than for an amalgamation. the Chief General Manager (Engg), APADCL gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the CHIEF GENERAL MANAGER (Engg), APADCL and
 - c) The Contractor does not maintain a security which is required and
 - d) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
 - e) If the contractor, in the judgment of the Corporation has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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

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

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

5. Payment upon Termination:

5.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Chief General Manager (Engg), APADCL shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Corporation exceeds any payment due to the Contractor the difference shall be a debt payable to the Corporation.

6 Property:

6.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Corporation, if the Contract is terminated because of Contractor’s default.

F. SPECIAL CONDITIONS

1. Water Supply:

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

2. Electrical Power:

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the Andhra Pradesh State Electricity Board at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Corporation, necessary Tariff rates shall have to be paid based on the prevailing rates. The contractor will pay the bills of Electricity Board for the cost of power consumed by him. The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules. The power shall be used for bonafide Corotational works only.

a. Electric Power for Domestic Supply:

3. Payments for site office construction

Contractor has to make his own arrangement at his cost.

4. Labour:

The contractor shall, make all arrangements for the Labour engaged for execution of the work as per the standard practice of construction including transportation as it is necessity.

5. Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Chief General Manager (Engg), APADCL or on his behalf from time to time and at all times.
2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective head gear to workers at places like underground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

6. Fair Wage Clause:

1. The contractor shall pay not less than fair wages to laborer's engaged by him on the work.
2. "Fair" wages means wages whether for time or piecework notified by the Government from time in the area in which the work is situated.
3. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.
4. In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall

maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Chief General Manager (Engg).

5. The CHIEF GENERAL MANAGER (Engg), APADCL shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.
7. As per Contract Labour (Regulation and Abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour Corporation along with the tender or at the time of agreement.
8. Any violation of the conditions above shall be deemed to be a breach of the contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Chief General Manager (Engg), APADCL in writing.

Indemnity Bond:

NAME OF WORK: “Conservation of water and beautification of Orvakal Airport- Part B”.

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

Signature of the bidder

Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law

in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Corporation indemnified in case any action is taken against Corporation by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the THE CHIEF GENERAL MANAGER (Engg), APADCL /Corporation shall have the right to deduct any money due to the contractor including his amount of performance security. The Corporation/ THE CHIEF GENERAL MANAGER (Engg), APADCL shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Corporation. The employees of the Contractor and the Sub-contractor in no case shall be treated as the Corporation of the Corporation at any point of time.

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

- (a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Corporation by Law. The Principal Corporation is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Corporation if they employ 20 or more contract labour.
- (c) Minimum wages Act 1948: The Corporation is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
- (d) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.
- (e) Equal Remuneration Act 1979:The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (f) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (g) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment

by the Corporation on matters provided in the Act and get the same certified by the designated Authority.

- (h) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.
- (i) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- (j) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Corporation of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Corporation to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

10. Liabilities of the Contractor

10.1 Accident Relief and workmen compensation:

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

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

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

11. Contractor's Staff, Representatives and Labour:

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

12. Accommodation and food:

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

13. Relationship:

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Corporation, Government of Andhra Pradesh of the rank Assistant General Manager and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Corporation of Government of Andhra Pradesh.

14. Protection of adjoining premises:

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

15. Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Chief General Manager (Engg), APADCL may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

16. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of The Chief General Manager (Engg), APADCL, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with THE CHIEF GENERAL MANAGER (Engg), APADCL shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. THE CHIEF GENERAL MANAGER (Engg), APADCL shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

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

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any un-authorized person.

18. General obligations of Contractor:

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

19. Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Chief General Manager (Engg), APADCL may enforce them at the expenses of the Contractor.

20. Possession prior to Completion:

The Chief General Manager (Engg), APADCL shall have the right to take possession of or use any completed part of work or works or any part there of under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of APSS except where expressly otherwise specified by the Chief General Manager (Engg), APADCL.

21. Payment upon Termination:

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

22. Income tax;

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

23. Seigniorage charges:Go. Ms No.217, I & C(M1) Dept., Dt.29.09.2004

23.1 Seigniorage charges will be booked to the work done as per rules from the work bills of the contract or based on the theoretical requirement materials at the following rates.

S.No.	Material	Seigniorage
1.	1/ Stone dust	Rs.50.00
2.	stone for masonry	Rs.75.00
3.	S stone/ Revetment stone	Rs.75.00
4.	el/ Earth	Rs.30.00

23.2 The rates are liable to be revised and amended from time to time by the State Government by notification in the Andhra Pradesh Gazetted, If the revised seigniorage fee is more than the above mentioned, the recovery from the contractor’s bill is as per revised rates.

23.3 An amount of 0.10% of the gross bills will be deducted from contractors as their contribution to the **National Academy of Construction (NAC)**, Hyderabad and 0.15% towards Chief Ministers Relief fund as per G.O.Ms.No.159 T(R&B) R.III Dept., dt.30.10.2004 and all taxes applicable as per amendment issued by the Govt., time to time.

24 GST :

24.1 GST will be applicable as per the Government orders.

25. Scope

25.1 Clause 201 CLEARING AND GRUBBING

Clause 201.1 “Clearing and grubbing shall be performed prior to execution of works. Areas requiring clearing and grubbing shall be determined by the General Manager.

25.2 Clause305.2.2.2 Borrow Materials

"No borrow area shall be made available by the Employer for this work. The arrangement for the source of supply of the material as well as compliance to the different environmental requirements in respect of excavation and borrow areas as stipulated, from time to time, by the Ministry of Environmental and Forest, Government of India and the local bodies, as applicable shall be the sole responsibility of the Contractor."

25.3 Earthwork in Filling and Site Clearing.

The areas where excavation and filling is to be carried out shall be excavated upto the level as shown in the drawing. All old foundations boulders etc. encountered during excavation shall be removed as directed by the Chief General Manager.

25.4. Moorum

Moorum shall be approved quality and shall be brought from approved source or obtained after excavation.

25.5. Area Filling, Embankment and Land Development

These items of works when directed shall be done with available earth form area arranged or specified by the General Manager or carried earth arranged by contractor from his own sources and approved by General Manager and laid in layer not exceeding 150 mm in loose thickness.

Successive layers shall not be placed until the layer under construction becomes thoroughly compacted up to required density. Power Rollers shall do the degree of compaction or mechanical tampers where heavy equipment is inaccessible.

25.6. Surplus Excavated Materials

The contractor from the site shall remove all excavated materials certified as surplus and not useful in an approved manner as per direction of the General Manager.

The contractor shall under take the items of removal of surplus excavated materials only when specific instruction in this regard including the quantity to be removed, has been obtained from the General Manager.

26. Measurement for Payment

Assist Project Manager shall measure quantity of work required and check measured by Project Manager for payment in related items in the schedule either by tape-measurement or by cross-section derived from initial and final levels as directed. In case of earth filling from area, provided by owner the borrow pit measurement shall be made for payment. Earth arranged by contractor from his own sources shall be measured for payment in Stacks after deduction of the volume of voids or as directed by Chief General Manager (Engg) Layout / Setting out of works, clearing sites, removal of tree, bushes, vegetation etc., conducting tests shall not be separately measured and paid for and will deem to be included in the related completed items in the schedule.

SCHEDULE-A PART- I
BILL OF QUANTITIES (BOQ)

NAME OF WORK:-“ Conservation of water and beautification of Karnool Airport- Part B ”.

Sl. No	Quantity	Description of work	APSS/ MORTH	Unit	Rate		Amount	
					Figure	Word		
I. Sub work : Avenue Plantation - Either side of the Road								
1	1200	Planting of trees along the road side and vacant places of size 8" to 10" height in 0.60m dia, hole 1 m deep dig in the ground mixing the soil and red earth the decayed farmed yards sludge manure planting the sapling providing with strong stick, back filling the trench watering and maintaining the plant for two years by periodical watering replacements of dead plants and apply of manure & pesticides including cost and conveyance of all material as directed by the engineer-in-charge.	APSS	Nos	1	2066	Rupees two thousand and sixty six only	2479200
2	400	Earth work excavation in hard gravelly soils and depositing on bank with an initial lead of 10m and lift of 2m including cost and conveyance of all materials and labor charges etc., complete as per standard specifications Earthwork excavation in including Over Heads and Contractors profit@ 13.615% and seignorage charges @ 13.615%	APSS	Cum	1	153	Rupees one hundred and fifty three only	61200
34	800	(2) Excavation for roadway in hard rock (blasting prohibited) with rock breakers including breaking rock. Loading in tippers and disposal with initial lift of 3 mts and lead upto 1000 metres trimming bottom and side slopes in accordance with requirements of lines grades and cross - sections as per Technical Specification Clause 302.3.5 MORD / 301 MORTH of size 1m X 1m X 1m including Over Heads and Contractors profit@ 13.615%	302.3.5 MORD / 301 MORTH	Cum	1	1408.6 5	Rupees one thousand four hundred eight and sixty five paise only	1126920
5	400	(3) Earth filling Excavated earth filling in pits with watering and temping etc ., completed including Over Heads and Contractors profit @ 13.615%	APSS	Cum	1	130.3	Rupees one hundred thirty and thirty paise only	52120
6	800	Providing Good Earth obtained from borrowed area with a lead of 5Km including conveyances and spreading etc complete including Over Heads and Contractors profit @ 13.615% and seignorage charges	APSS	Cum	1	398	Rupees three hundred and ninety eight only	318400
								4037840

NAME OF WORK: “
:-“ Conservation of water and beautification of Karnool Airport- Part B ”.

BILL OF QUANTITIES

Part-II

Reimbursable Items

i) GST @ 18.00%	Rs.	726811.00
ii) NAC 0.1%	Rs.	4038.00
iii) Signorage	Rs.	24000.00

The bidders are eligible for reimbursement of amounts towards insurance, and engaging technical personnel not exceeding the amounts indicated above, subject to production of insurance policies, copies of appointment order & payment voucher for technical personnel etc., failing to comply with the above, reimbursement shall not be allowed but suitable penalty shall be imposed for not engaging technical personnel and the Chief General Manager (Engg), APADCL shall take insurance policy at the cost of Contractor duly deducting the premium from the Contractor bills. Contractor has to take the insurance policy in favour of the Corporation. The bidders are also eligible for reimbursement of amount towards awareness meetings not exceeding the amount indicated above as per Govt.memo.No.14333/General/2004-1 dt.31.1.2005 of T&B Corporation.

BIDDER

FORMATS OF SECURITIES

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT(EMD)

Whereas (Name of the contractor) (here in after called “the bidder”) has submitted his tender response to NIT No:..... dated:..... for the work “” (Name of work) (hereinafter called “the tender”).

Known all men by these present that we (Name and address of bank) (hereinafter called “the bank” are bound unto / (name of the designated APAO) in the sum of * for which payment will and truly to be made to the Andhra Pradesh Airports Development Corporation Limited, the Bank binds itself, his successors and assigns by these presents.

Sealed with the common seal of the bank this day of200....

The conditions of this obligation are:

- (1) If after tender opening the bidder withdraws or modifies his Bid during the period of bid validity specified in the form of tender.
- (2) If the bidder having been notified of the acceptance of his bid by the Corporation during the period of validity.
 - (a) fails or refuses to execute the form of agreement in accordance with the Instructions to bidders, if required, or
 - (b) fails or refuses to furnish the balance EMD and additional performance security in accordance with the instructions of bidders.

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

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

DATE:

SIGNATURE OF THE BANK

WITNESS:

SEAL

(Signature, name and address)

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

- ** 12 Months for the deadline date for submission of tender. Date should be inserted by the Corporation before the tender documents are issued.

PROFORMA
BANK GUARANTEE FOR BALANCE E.M.D

_____ (name and address of the Corporation)

Whereas _____

_____ (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract No: _____ dated: _____ to execute the work of _____ (name of work)

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

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

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

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

This guarantee shall be valid up to i.e., until 28 days from the date of expiry of the defects liability period.

Signature and seal of the guarantor _____

Name of the bank _____

Address _____

Date _____

PROFORMA
BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY (ASD)

_____ (name and address of the Corporation)

Whereas _____ (name and address of the contractor)
(hereinafter called “the Contractor”) has undertaken, in pursuance of contract No: _____
dated: _____ to execute _____ (name of contract and brief
description of works) (hereinafter called “the contractor”);

And whereas it has been stipulated by you in the said contract that the contractor
shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as
additional further security bank guarantee for compliance with his obligations in accordance
with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

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

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

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

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

Signature and seal of the guarantor _____

Name of the bank _____

Address _____

Date _____

FORM OF SOLVENCY CERTIFICATES BY MANDAL REVENUE OFFICER

ANNEXURE – I (A)

I, _____ Mandal Revenue Officer, of _____ do hereby certify, on being satisfied by the examination of revenue and other records and local enquiries that _____ (here the name and address of the contractor should be mentioned) is solvent to the extent of Rs: _____ (Rupees _____).

Date:

Place:

MANDAL REVENUE OFFICER

SEAL OF THE OFFICE

ANNEXURE – I (B)

FORM OF SOLVENCY CERTIFICATE BY BANKS

I, _____ Managing Director / Manager / General Manager / Agent of _____ bank limited do hereby certify that a _____ (here the names and addresses of the contractor) to be solvent to the extent of Rs: _____ (Rupees _____) as disclosed by the information and record which are available with the aforesaid bank.

For the _____ bank

Date:

Place:

Signature of the bank manager

(Authorised to sign)

Part - 2

Price Bid

RFP No : 03/2018-19/CEO/Kurnool Airport,/ Dated 31 .07.2018

NAME OF WORK **Conservation of water and beautification of Orvakal Airport-
Part B**

Estimate Cost. **:** **Rs.50.00Lakhs**

Estimated Contract Value **:** **Rs.40,37,840/-**

Name of the Bidder **:**

I / We is authorized to submit the Price Bid on behalf of M/S
_____ is quoting as follows:-

I / we are agreed to take-up the assignment of subjected work as per the conditions, standard specifications, rules, regulations, etc., stipulated in the Part-1 of Technical bid document is quoting _____%ge Above / Below _____ (In words) of the Total estimated contract value.

Authorized Signatory

--- END OF DOCUMENT ---

