

**BID DOCUMENT**

**INFRASTRUCTURE CORPORATION  
OF ANDHRA PRADESH (INCAP)  
(Government of AP undertaking)**

**RFP: Facility Management/Airport services/ Manpower/Vehicle Services/2022,  
Dt: 02.05.2022**

**Name of work: Providing Facility management / Airport services/ Manpower/  
Vehicle services at Kurnool Airport**

Managing Director, INCAP,  
4<sup>th</sup> Floor, AVSR Bhavan, Kanuru, Vijayawada-520007  
Email: md@incap.co.in

The Bidder would be required to register on the e-procurement market place [www.apecurement.gov.in](http://www.apecurement.gov.in) and submit their bids online. The department will not accept any bid submitted in the paper form. Please visit [www.apecurement.gov.in](http://www.apecurement.gov.in) for further details.

**INDEX****NAME OF THE WORK:**

**“Providing Facility management/Airport Services/Manpower/Vehicle services at Kurnool Airport, A.P**

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**Section-I****DISCLAIMER**

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

The purpose of this Tender Document is to provide the Bidders with information to assist the formulation of their Technical and Financial eligibility for the proposed requirement of Airport Facility Management/Airport Services/Manpower/Vehicle Services at Kurnool

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

**INCAP** may in its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**Contents of the Tender Document:**

- a) Instruction to Bidders (ITB)
- b) Scope of Bidder (SoB)

The “Instructions to Bidders (ITB)” shall be read in conjunction with Scope of Bidder (SoB), of this Tender Document as shown above and the terms of the Tender Document shall prevail over the terms of the ITB in the event of any inconsistency. The contents of the forms and undertakings attached to the ITB and to be furnished by the Bidders should be considered as an integral part of these instructions. The Bidders are advised to submit their bids complying strictly with the requirements stipulated in this RFP document. Bids are liable to be summarily rejected in case they are non-responsive.

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**Information connected to the work:**

**Name of the work:** Facility Management /Airport/Manpower/Vehicle Services at Kurnool Airport 24x7 Services for three (3) years.

Request for proposal is invited from reputed agencies experienced in offering Facility Management /Airport/Manpower/Vehicle Services to Govt. Departments/ Similar aviation Projects in India.

**Location of the work:** Kurnool district (A.P).Airport area located near Kurnool at Orvakallu, 25 KM from Kurnool.

**Scope of the Work:**

Providing Facility Management/ Airport Services/Manpower/Vehicle Services at Kurnool Airport, A.P. 24x7 Services for three (3) years.

**Note:** The bidder shall visit the premises of airport for their assessment before quoting the tender.

**The Broad technical information of airport is as follows****A. Admin Building :**

No.of Floors	:	03
No. of Rooms	:	20
No. of Shafts	:	03
No. of Steps	:	41
CFT parking capacity:		03
No. of Toilets	:	06
Overall floor area	:	971.82 Sq m.

**B. Passenger Terminal Building :**

No. of floors	:	01
No. of Rooms	:	20
No. of toilets	:	11
Overall floor area	:	1515.86 Sqm.
No. of Ramps	:	04

**C. ATC Tower :**

No. of Floors	:	06
No. of Rooms	:	06
No. of Toilets	:	10
No. of Shafts	:	04
No. of Steps	:	100
No. of Lifts	:	01
Overall floor area	:	402.88 Sq m.

**D. Electrical Sub-Station:**

No. of floors	:	01
No. of Rooms	:	06
No. of Ramps	:	02
Overall floor area	:	260.59 Sqm.

**E. Police Barrack :**

No. of Rooms	:	11
No. of Toilets	:	06
Overall floor area :		547.77 Sqm.

**F. Armoury Building :**

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

**G. Addl. VIP lounge :**

No. of Rooms	:	02
No. of Toilets	:	03
Overall Floor Area	:	106.37 Sqm.

**H. Air staff Backup Room :**

No. of Rooms : 01

No. of Toilets : 01

Overall floor area : 203.00 Sq m.

**I. Cooling Pit :**

No. of Rooms : 01

Overall floor area : 124.10 Sq m.

**J. Watch towers:**

Watch tower area : 30.30 Sq m.

No. of Watch towers: 08

Overall area : 242.40 Sq m.

**K. Ground Support Equipment Area:**

GSE Area : 484 Sq m.

**L. Parking Area:**

Area : 2028.00 Sq m.

**M. Roads & Runway:**

Apron : 28704.20 Sq m.

Runway : 63600.00 Sq m.

Runway Shoulders  
(Both sides) : 254400.00 Sq m.

RESA @10 : 8100.00 Sq m.

RESA @28 : 21600.00Sq m.

Isolation bay : 9896.00 Sq m.

Taxiway (Alpha) : 4050.30 Sq m.

Taxiway (Beta) : 4374.60 Sq m.

## **Notice Inviting E- Tender**

### **Instructions to bidders**

1. The Tenders shall be in the prescribed Form only.
2. **Qualifying requirements/Eligibility Criteria of contractors/firms**
  - i. Item rate e-tenders are invited on behalf of the Managing Director, INCAP, for the work of “Providing Facility Management/ Airport Services / Manpower / Vehicle Services at Kurnool Airport, A.P”. 24x7 Services for three (3) years.
  - ii. The Bidder should have provided Facility Management services with appropriate Manpower and Vehicle for a minimum period of 3 years at Airports which have minimum handling capacity of 0.05 mppa (million passengers per annum) in India or overseas or having 05 years of experience in general Aviation for at least 02 Major Airports i.e., in India or abroad. The Bidder should possess a valid BCAS certificate, security programme manual has to be approved by BCAS (copy to be enclosed)
  - iii. Should have annualized average financial turnover of INR 4,00,00,000 (Rupees Four crores only) in any last three financial years for last 05 years ending on 31/03/2022. Financial turn over should be supported with annual report (average balance sheet and profit & loss account issued by statutory chartered accountant).
  - iv. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 10% per annum, calculated from the date of completion to the last date of submission of bid”.
  - v. The bidder should be registered under GST and must have Permanent Account Number (PAN). The bidder should give an undertaking of having GST registration in the format as given in annexure-II.
  - vi. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- vii. The tenderers who fail to submit the Tender Fee before the stipulated time as mentioned in Schedule 'A' shall be rejected outright. All the bidders shall invariably upload the scanned copies of Demand Draft /Bank Guarantee in e- Procurement system and this will be the primary requirement to consider the bid as responsive. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents, DD / BG towards EMD/ affidavit, in the e-Procurement system and open the price bids of the responsive bidders and proceed further for reverse auctioning. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, DD / BG towards EMD prior to 24 hours from the end date of online submission of bids (envelopes I &II on AP E-Procurement portal).
- viii. The bidders should not be blacklisted/ terminated/ facing suspension of work order by any govt./ non-govt. organization. The bidder should give Unconditional Acceptance of the authority Tender Conditions as per annexure-I.
- ix. No bidder shall be a scheduled or non-scheduled air carrier or any entity in which a schedule air carrier or a non-scheduled carrier or its promoters directly/ indirectly holds any interest or is otherwise an associate of a scheduled air carrier

**2. List of Enclosures as per above listed eligibility criteria, includes:**

Documents required to be submitted by interested bidders along with the application includes:

- 1. Incorporation Certificate
  - 2. Demand Draft towards bid process fee
  - 3. Bid security/EMD for the specified amount in the agreement
  - 4. Statement of Technical capacity
  - 5. Statement of Financial capacity
  - 6. Particulars of the bidder
  - 7. Statement of legal capacity
  - 8. Power of Attorney for signing of bid
  - 9. Appendices I to VII as provided in RFP
  - 10. Latest Income Tax returns filled & Copy of PAN
  - 11. Copy of GST Registered certificates.
  - 12. Prior experience details
  - 13. Manpower Deployment details
  - 14. Non-Black listing /Termination/suspension Declaration (To be executed on Rs.100/- stamp paper & attested by public Notary/Executive Magistrate by the bidder).
- 3. Not more than one Tender shall be submitted by a contractor or by a firm of contractors.
- 4. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.



5. Tender documents consisting of specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract and other necessary documents can be downloaded from the [apeprocurement.gov.in](http://apeprocurement.gov.in) portal without paying any tender fees. However, to participate in the tender/to submit the tender document, the tenderer must pay tender fee of **Rs. 20,000/+18% GST-(i.e., 23,600/-)** in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favour of **“VC & MD, INCAP, State bank of India , Kamayyathopu, Vijayawada , Account Number 52188924158 , IFSC Code SBIN0021134**. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
6. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done.
7. All rates shall be quoted in the [apeprocurement.gov.in](http://apeprocurement.gov.in) only.
8. In the case of item rate Tenders, only rates quoted shall be considered.
9. Tenders shall be received through [apeprocurement.gov.in](http://apeprocurement.gov.in) portal up to the date and time as mentioned in Schedule-A and shall be opened on the date and time as mentioned in Schedule-A in the presence of Tenderers who may be present.
  - a) Earnest Money of amount as mentioned at **Schedule-A** shall be submitted in the form of Demand Draft/NEFT/RTGS/ ONLINE/ Bank Guarantee valid for 6 months from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) drawn in favour of **“Managing Director, APADCL, 2<sup>nd</sup> & 3<sup>rd</sup> Floor, Kanuru, Vijayawada**. Bank account to A/C No:8411854021, of Kotak Mahindra Bank, IFS Code: KKBK0007627, Branch: Governorpet Branch, Vijayawada- 520002, in favour of the Managing Director, APADCL, Vijayawada for Rs. 11,10,300/- i.e., 1.0% of ECV).
  - b) The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.
  - c) The price bids will be opened on the date and time fixed.
  - d) Only those bids will be evaluated and considered for comparison to arrive at L1 value and allowed to participate in reverse bidding in whose favour, an authorized communication or a letter or a scanned and uploaded copy of that letter on e-procurement Website or an e-mail from the issuing bank or any authorized communication from the bank with regard to issue of the Bank Guarantees/Demand Draft is sent to the Tender Inviting authority within the stipulated time.
  - e) The bidders shall furnish willingness in participating reverse tendering process and an undertaking shall be uploaded to that effect along with submission of initial price offer.

**f) After identification of the L-1 Initial Price Offer, eligible (those who have submitted original hard copies of the BG for EMD bidders shall be transferred to the Reverse Auction Platform.**

g) The time and date will be displayed for reverse tendering process.

h) Finally, after completion of reverse tendering process, the Department shall carry out the technical bid evaluation of L1 bidder solely based on the uploaded certificates/documents, BG towards EMD in the e-procurement system.

i) **Reverse Tendering Process is as per G.O.Ms. No. 67 Water Resources (Reforms) Department dated: 16-08-2019 and G.O. Ms. No 50 Water Resources (Reforms) Department dated: 15-10-2020.**

The bidders have to submit attested hard copies of the certificates /documents uploaded to the Tender Inviting Authority on demand. Hard copies of certificates and documents other than of those uploaded shall not be considered for evaluation

10. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
11. The Authority will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.
12. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
13. The Tenderer shall not be permitted to tender for works in that department of the authority in which his near relative is posted as Manager or senior officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2years.
14. The contractors shall give a list of the authority employees related to him. If such a list is not submitted, then this non-submission would be considered as the submission of the statement that no employees are related to the contractor for all legal purposes.
15. No employee or Officer of the Authority is allowed to work as a contractor for a period of two years of his retirement from the authority/ Government service, without the previous permission of the authority/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the authority of India/Govt. of India as afore said before submission of the Tender or engagement in the contractor's service.

16. The Tender for works shall remain open for acceptance for a period of 180 days from the date of opening of financial bid of tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the Authority shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
17. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated to the Officer-in-Charge.
18. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the authority shall take the following action:
  - Forfeit the entire amount of EMD submitted by the firm.
  - Debar the firm for minimum three financial years from the last 05 years to tender for the authority in any name/style.
19. All tendered rates shall be **exclusive of GST which would actually be reimbursed on the production of receipts related to the work.**
20. The contractor shall keep necessary books of accounts and other documents for the inspection of the duly authorized representative of the Authority of India and/ or Officer-In-Charge and further shall furnish such other information/ document as the Officer-In-Charge may require from time to time.
21. The details of estimated cost, dates of sale of tender, submission and opening etc. are provided in **Schedule-A** of the tender. The Tenderer may go through it thoroughly.
22. **MODE OF SUBMISSION OF TENDERS:**

Following 2 envelopes shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids (Envelop-I& II) is as specified in Schedule-A

Envelope-I:- Containing qualifying requirements of Contractors/ Firms:-

**The documents submitted in Envelope-I must be as per the details mentioned in this tender document.** If the bidder fails to submit original Demand drafts of Tender fees and Earnest Money Deposit along with letter of unconditional acceptance of the terms and condition as per dates specified in Schedule-A', then their bid would be summarily rejected.

**23. Refund of EMD:**

EMD of unsuccessful bidders received through bank transfer mode (RTGS/ ONLINE/NEFT) shall be refunded online through the same mode only and it shall be refunded in the Bank Account whose details are provided on the portal at the time of submission of the tender. The refund of EMD to bidders who fail to qualify the eligibility/technical stage shall be initiated automatically within 7 days of their rejection. For all bidders whose financial bids are opened the refund of EMD except for L-1 bidder shall be processed within 7 days of opening of the financial bid.

**Envelope-I** containing Documents for pre-qualification cum Technical bid (uploaded by the corporation) shall be opened as per the dates specified in Schedule-'A'. The intimation regarding eligible/ non-eligible for participation in the tendering will be intimated to the contractors / firms through [apeprocurement.gov.in](http://apeprocurement.gov.in) portal.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through collaboration folder in e-tendering portal. The bidder shall upload the requisite clarification/documents with in time specified by the authority, failing which tender will be liable for rejection.

**Envelope-II:-** The Financial e-Bid through e-portal.

The financial bids of the contractors/ firms found to be meeting the qualifying requirements, fulfilling criteria of technical bid, submission of requisite EMD (Online form), by the prescribed date & time shall only be opened as per dates specified in Schedule-'A'. Rates to be quoted in the **"Item"** Section only.

**24. Bid offer.**

The bid offer accompanies the bid document in Appendix-VII. It shall be explicitly understood that the Bid Inviting Officer does not accept any responsibility for the correctness or completeness of this price and is liable to alterations by omissions, deductions or additions at the discretion of the Vice Chairman & Managing Director INCAP or as set forth in the conditions of the contract or Price-bid shall contain the items of work as part- I. The amount quoted by the contractor shall be applicable to this part -I. The bidders will have to state clearly their willingness to execute the work at certain specific amount of excess or less or at par of the ECV indicated in Part-I at the space provided therein in or Price-bid .The bidder should however quote his lump sum bid based on this or Price-bid.

The bidder should workout his own rates keeping in view the scope of work, site conditions and quote his bid amount with which he intends to execute the work.

- a. ***The bidder should quote his bid offer invariably in the online price bid form only. Any other mode of offer is invalid and will be rejected.***
- b. The bid offer shall be for the whole work and not for individual items / part of the work.
- c. All duties, taxes, and other levies payable excluding GST by the contractor as per State / Central Government rules, shall be included in the bid amount quoted by the bidder.
- d. The bid contract amount as computed based on bid amount is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
- e. This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/ additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading thereto.

## **25. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES**

The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.

The Authority reserves the right to ask for submission of sample in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so does not submit samples within 7 (Seven) days of written order to do so, the Authority shall be at liberty to forfeit 50% of the said earnest money absolutely.

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**SCHEDULE-A**

S.N.	Description	Applicable to this contract.
1.	Name of work	<b>Providing Facility Management / Airport Services / Manpower/ Vehicle Services at Kurnool Airport for 24/7 of 3 years.</b>
2.	Period of Work:	<b>03 years;</b> with provision of extending the contract for another period of <b>02 years</b> with escalation of 5% subject to satisfactory performance during agreement period & decision of competent authority
3.	Tender Inviting authority	INCAP,VIJAYAWADA
4.	Agreement Concluding Authority	APADCL
5.	Estimated Cost of work	<b>RS.11,10,24,000/- (Eleven crores Ten lakhs and twenty four thousand only)</b>
6.	Transaction Fee (Cost for downloading the Tender Document)	Rs.11,800/- [(@0.03% of ECV (estimate contract value) (Ceiling amount of Transaction fee: for works costing with ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above 50.00 Crores the ceiling amount of transaction fee is Rs 25,000/-). To M/s. Vupadhi Techno Services Pvt Ltd., Kunchanapalli, Tadepalli Mandal, Guntur District., by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13 IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.
7.	Tender Fee	Rs. 20,000+ 18% GST (23,600/-) in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from Co- operative or Grameena Bank) in favour "VC & MD, INCAP, State bank of India , Kamayyathopu, Vijayawada, Account Number 52188924158 , IFSC Code SBIN0021134.

8.	Earnest money Deposit	E.M.D. Rs. 11,10,300/- (Rupees Eleven lakhs ten thousand and three hundred only) to be paid by way of unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank/scheduled bank in the standard format as shown in the Tender Schedule or cash deposit using NEFT/RTGS/ ONLINE/Bank Guarantee& Demand Draft from their registered bank account In favour of <b>“Managing Director, APADCL, Vijayawada.</b> Bank Account No:8411854021, of Kotak Mahindra Bank, IFS Code: KKBK0007627, Branch: Governorpet Branch, Vijayawada-520002. <b>Address: “Managing Director, APADCL, 2<sup>nd</sup> &amp; 3<sup>rd</sup> Floor, Kanuru, Vijayawada.</b>
9.	Defects liability period	During providing period
10.	Publishing of e-Tender on ap e-procurement portal	02.05.2022 @ 11.00AM
11.	Start date for submission of pre-bid Queries by bidders through ap e-procurement portal	02.05.2022 @ 11.00AM
12.	End date for submission of pre-bid queries by bidders through ap e-procurement portal	05.05.2022 @ 03.00 PM
13.	Submission of clarifications by AUTHORITY to the bidders queries	10.05.2022 @ 04.00 PM
14.	Start date of Online Submission of Bids envelopes I & II on ap e-procurement portal	11.05.2022 @ 10.00 AM
15.	End date of Online submission of Bids envelopes I & II on ap e-procurement portal	25.05.2022 @ 03.00 PM
16.	Last date to submit original Demand draft/ BG of Tender Fees/EMD and letter of unconditional acceptance of AUTHORITY's terms and conditions	26.05.2022 @ 03.00 PM

17.	Opening of envelope- I (Pre-Qualification cum Technical bids)on The aeprocurement portal	26.05.2022 @ 03.30 PM
18.	Opening of Envelope-II (Financial Bid) on aeprocurement portal	07.06.2022 @04.00 PM
19.	Date of conducting Reverse Auction	08.06.2022 @ 11.00 AM



## Instructions to bidders

1. Bids are invited on the e-procurement platform for the above -mentioned work from the Contractors / Contracting **firms registered with Government of Andhra Pradesh**. The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) and [www.incap.co.in](http://www.incap.co.in)
2. The bidders should pay a Tender Fee of Rs.20,000/+18% GST-(i.e., 23600/-) in the form of Demand Draft/NEFT/RTGS/ ONLINE from Nationalized or any scheduled bank (but not from co-operative or Gramin bank in favour of "VC & MD, INCAP, State bank of India, Kamayyathopu, Vijayawada , Account Number 52188924158 , IFSC Code SBIN0021134 .The Bids received without the Tender Fee, shall be considered as non-responsive. The tender fee submitted in form of cash or any other form except as provided in the ITB, shall not be accepted. INCAP shall not be liable for any ignorance of the bidders throughout the bidding process, if any. The tender fee should be posted in INCAP account/ original DD received on or before submission of bid .
3. Approximate Estimate Contract value of work for 3 years: Rs. 11,10,24,000/- (Rupees Eleven crores Ten lakhs Twenty Four thousand only).
4. Contractors would be required to register on the e-Procurement Market place "www.apecprocurement.gov.in" and submit their bids online. The department will not accept any bid submitted in the paper form.
5. E.M.D. Rs. 11,10,300/- (Rupees Eleven lakhs Ten thousand and Three Hundred only) to be paid by way of unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank /scheduled bank in the standard format as shown in the Tender Schedule or cash deposit using NEFT/RTGS/ ONLINE/Bank Guarantee& Demand Draft from their registered bank account to Bank account to A/C No:8411854021, of Kotak Mahindra Bank, IFS Code: KKBK0007627, Branch: Governorpet Branch, Vijayawada-520002 for Rs. 11,10,300/- (1.0% of ECV) or DD drawn in favour of the Managing Director, APADCL. All the bidders shall invariably upload the scanned copies of Demand Draft /Bank Guarantee in e- Procurement system and the hard copies of all the uploaded documents and original DD should be submitted within 24 hours from the end date of online submission of bids (envelopes I&II on AP e-procurement Portal) this will be the primary requirement to consider the bid as responsive. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents, DD / BG towards EMD/ affidavit, in the e- Procurement system and open the price bids of the responsive bidders and proceed further for reverse auctioning. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, DD / BG towards EMD.
6. All the participating bidders should pay a Transaction fee for Rs. 11,800/- [[@0.03% of ECV (estimate contract value) (Ceiling amount of Transaction fee for works costing with ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above 50.00 Crores the ceiling amount of transaction fee is Rs 25,000/-)] to M/s. Vupadhi Techno Services Pvt. Ltd.,Kunchanapalli, Tadepalli Mandal ,Guntur(District) by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.

7. Scanned E.M.D. and Transaction fee may be uploaded with the bids and all the uploaded documents must be submitted to Managing Director, INCAP through email so as to reach on or before the date and time of opening of Price bid. Failure to furnish the original DD/BG towards EMD and DD for Transaction fee within 24 hours from the end date of online submission of bids (envelopes I&II on AP E-Procurement Portal will entail rejection of the bid and forfeiture of EMD and tender will be suspended/disqualify from the participating them.
8. Contractors would be required to register on the e-Procurement Market place "[www.apecprocurement.gov.in](http://www.apecprocurement.gov.in)" and submit their bids online. The department will not accept any bid submitted in the paper form.
9. Period of work: The successful bidder shall undertake the contract under the supervision of APADCL, through an agreement for the duration of 3 (three years) from the date of agreement of the project/award and based on the performance of the agency with the Authority and which can be extended to such duration as felt by APADCL from time to time up to maximum of 3 (three) years depending on the contract execution with escalation of 5% subject to satisfactory performance during agreement period & decision of competent authority.
10. The bidders can view/download the tender documents from the 'e' market place.
11. Form of contract – RFP
12. Procedure for submission of bids:-
13. The Managing Director INCAP invites bids from eligible Contractors for the above work. The dates and times of opening the bids by the Technical Committee at the chambers of the Managing Director INCAP shall be as mentioned in the E-tender notice. The dates specified in the E-tender notice are firm and shall not be relaxed under any circumstances unless officially extended. The Bid Opening Authority will not consider any tender received after expiry of the date and time fixed for receipt of tenders.
  - a. For submitting bids, the intending bidders are required to enroll themselves on the 'e' procurement market place at [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in) .
  - b. The bids should be submitted only in the prescribed forms given on the e-procurement by the inviting authority which can be downloaded from the website [www.apecprocurement.gov.in](http://www.apecprocurement.gov.in), [www.incap.co.in](http://www.incap.co.in) and [www.apadcl.com](http://www.apadcl.com) . The bidders shall upload scanned copies of all the documents, statements, certificates etc., required to be submitted in the Notification Inviting Tenders and in support of their technical / qualification bids. The bidders shall sign on all such documents, certificates, statements uploaded by him owning responsibility for their correctness / authenticity. If any of the certificates, a document etc., furnished by the bidder is found to be false/fabricated/bogus, his bid shall be rejected and his EMD forfeited and further such bidder shall be blacklisted.

The following documents, certificates etc., described duly signed and authenticated by the bidder as stated above, shall be scanned and uploaded by the bidder in support of his technical / qualification bid.

The Government of A.P. vide G.O. Ms. No. 30, Information Technology & Communications Corporation, e-procurement, dated 09-08-2012, passed orders requesting all Corporations, PSUs, undertakings and local bodies of GoAP to utilize the e- Auction services in consultation with IT&C Corporation, with such amendments/changes in the existing procedure as deemed necessary. It is also ordered therein that all the existing Codal rules, Government of India evaluation instructions for processing of the auction are applicable to thee-auctions also. Hence, the Comprehensive Tender Procedures and Registration of Contractors Rules issued vide G.O. Ms. No. 94, Irrigation and CAD (PW-COD) Corporation, dated 01-07-2003, as amended from time to time by various G.O.s, are applicable except to the extent deviated such as procedure adopted for arriving at the ECV. Vide G.O. Ms. No. 174, I&CAD (PW-Reforms) Corporation, dated 01-09-2008, the following modifications were made in the procedure for submission of hard copies of uploaded documents, D.D.s/B.G.setc., by the bidders:-

- **The usual procedure of collecting the EMD @ 2.5% (1+1.5%), as per G.O.No.94, I&CAD Department, dated 1-7-2003 shall be restored w.e.f. 1-1-2022 for new works i.e., works for which agreements are concluded on or after 1-1- 2022.**

All the bidders shall invariably upload the scanned copies of D.D. /BG in e-procurement system and this shall be the primary requirement to consider the bid as responsive.

The Corporation shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, D.D./B.G. towards EMD in the e-procurement system and open the price bids of the responsive bidders.

The Corporation will notify the successful bidder for submission of original hard copies of for all uploaded documents, D.D. /B.G. towards EMD prior to entering into agreement.

The successful bidder shall invariably furnish the original D.D. /B.G. towards EMD, certificates/documents of uploaded scanned copies to the Tender Inviting Authority before entering into Agreement either personally or through courier or post and the receipt of the same within the stipulated time shall be the responsibility of the successful bidder. The Corporation will not take any responsibility for any delay in receipt/ non-receipt of original DD/BG towards EMD, Certificates/Documents, from the successful bidder before the stipulated time. On receipt of the documents, the Corporation shall ensure the genuineness of the DD/BG towards EMD and all other certificates/Documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.

If the successful bidder fails to submit the original hard copies of the uploaded certificates/documents, DD/BG towards EMD within the stipulated time, or if any variations are noticed between the uploaded documents and the hard copies submitted by him, not only will his bid be rejected, but he will be suspended from participating in the tenders on e- platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting successful bidder on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this the Tender Inviting Authority shall invoke all processes of law including criminal prosecution of such defaulting successful bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government and Public bodies. The information to this extent may be displayed in the e-procurement platform website.

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

- c. The bidders shall furnish a self-declaration in Appendix III that they have not been blacklisted by any Corporation, PSUs Undertakings and local bodies of the Government of A.P. If the said declaration is found to be false at any stage, the said bidder will be disqualified and his bid will be rejected. If the bidder has been successful in obtaining award of the work on the basis of such or any false declaration, certificate, document etc., not only will the award of work be cancelled but all the actions mentioned above shall be taken against him and his EMD will be forfeited.
- d. The data filled by the bidder in the online form shall be the sole criterion for the evaluation of responsiveness of his bid and any other data supplemented later on shall not be accepted by the Tender Issuing / accepting authorities for evaluation.
- e. The bidders are solely responsible for the correctness of the particulars furnished in the online bid form. No corrections, amendments, supplements or any changes whatsoever shall be permitted after the bids are submitted.
- f. The bidders shall invariably upload legible scanned copies of all certificates and documents in the e-procurement platform in support of the data furnished by him in the online form, while submitting the bids. The bidders are advised to upload all their qualification criteria in the common folder facility available to them in the supplier registration module in e-procurement platform. The bidders shall create a tender specific folder and compulsorily upload the entire relevant documents specific to the tender by exercising selection option. The bidder shall sign on all statements, documents and certificates uploaded by him accepting responsibility for their correctness / authenticity.

- g. The bidders have to submit attested hard copies of the certificates/documents uploaded to the Tender Inviting Authority on demand. Hard copies of certificates and documents other than of those uploaded shall not be considered for evaluation.
- h. Failure on the part of the bidders to upload documentary proof in respect of any particulars furnished by him in the online bid form will entail rejection of the bid and forfeiture of the EMD paid. No documentary proof furnished subsequent to the uploading of the bid will be accepted or considered.
- i. If it is noticed at any time that any information, document, certificate, DD/BG etc., furnished by a bidder is false or fabricated or altered etc., not only will the bid be rejected, and if the bidder has been successful in getting award of the work, the award cancelled, but the EMD will be forfeited and the bidder will be recommended for blacklisting.
- j. The Tender Inviting Authority will not hold any risk or responsibility for the loss in transit during uploading of the scanned documents, for the invisibility of the scanned document online, and any other problems like any internet connectivity, loss of power supply etc., human or computer errors encountered by the bidder while submitting the bids online.

**Eligibility for submitting bid:-**

**Qualifications:** In order to be eligible for submitting bid, a Contractor (individual, firm or company) shall possess the following qualifications:-

(i) Possess valid registration as mentioned in the Notification **Inviting** Tenders and satisfy all the conditions therein.

(ii) Has not been blacklisted or debarred or suspended by the Government for any reason whatsoever, prohibiting him participating in tenders invited by Government, PSUs Undertakings, and undertakings of G.O.AP.

(iii) Should have complied with the eligibility criteria specified in the Notification Inviting Tenders. (Check list)

Note:- The bidders shall furnish necessary documentary proof, documents, certificates, declarations etc., required to prove their eligibility.

**Disqualifications:** In addition to INCAP's rights to disqualify any Bidder as set- out elsewhere in this RFP, INCAP shall have the right, in its sole discretion, to disqualify any Bidder with reasons of disqualification duly mentioned in writing, and reject its Proposal including, but not limited to anyone or more of the following grounds.

The issue of this RFP does not imply that the Authority is bound to appoint the Selected Bidder or Concessionaire, as the case may be, for the Concession and the Authority reserves the right to reject all or any of the Bids without assigning

any reasons whatsoever.

- a. Declaration of the Bidder as ineligible due to past corrupt or fraudulent practices, in any tender/bid process.
- b. The proposal not being accompanied by any supporting documents or Annexures, required to be submitted in accordance with this RFP.
- c. Failure to comply with the requirements of the RFP, or the Proposal being non-responsive to the requirements of the RFP including but not limited to the guidelines as adopted for the Andhra Pradesh Government procurement procedures.
- d. If the Proposal is not stamped, signed, sealed and marked or does not contain all the information as requested in the RFP, or in the format as specified in the RFP or Annexure(s).
- e. If the Bidder is black listed or debarred by any major corporates by any governmental agency (BCAS, AUTHORITY, DGCA) at any given point of time in the past.
- f. If the bidder or its Affiliate or any of its Affiliate Directors is blacklisted or debarred or any pending enquiry before any major corporate including any State Governments or Governmental agencies such as BCAS/AUTHORITY /DGCA/Air Safety at any given point of time either in the past or present.
- g. If the Bidder is serving any Blacklisting, Termination, suspension by any state government subsidiary or any other agency or undergoing any pending enquiry.
- h. Any proposal is received after the timeline as set-out in this RFP.

#### **Submission of Bids:-**

Tender has to be submitted in two parts i.e., Technical Bid and Price Bid. The Technical Bid shall contain the qualification data, viz., Annual Turnover and value of works under execution, etc., as mentioned in paragraph 10 of G.O. Ms. No. 94, I&CAD, dated 01-07-2003. The Price Bid shall contain the financial bid for the work in question. Both bids should be submitted in the standard prescribed forms in the online bid submission form displayed at e market place / e procurement.

The EMD /DD Pay through online and the hard copy should be submitted within 24 hrs from the end date of online submission of bids (envelopes I and II on an e-procurement portal). Failure of Submission of the hardcopy of EMD/DD will lead to disqualification.

The bids shall be opened and evaluated as per the procedure prescribed.

Before recommending/accepting the tender, the tender accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically for experience, the authenticated agreements of previous works executed by the lowest tenderer, shall be called for.

The EMD will be returned to the qualified but unsuccessful tenderer either after finalization of tenders or on expiry of validity of tenders whichever is earlier.

The "Price Bids" of those tenderers who are determined as qualified as per eligibility criteria will be opened on the date specified in the tender notice and the Price Bids of un-qualified tenderers will not be opened and the EMDs of such tenderers shall be refunded without interest. The premium or discount quoted by the contractor shall be applicable. The tenderers will have to state clearly their willingness to execute the work at the amount excess or less or at par over the ECV indicated at the space provided therein.

The estimated contract and is merely indicative. Before submitting his bid, a bidder should carefully work out his own estimates considering the scope of the work, site conditions and all other factors and quote his bid amount (either in excess of or on par with or less than the ECV arrived at by the Tender Inviting Authority) at which he offers to execute the work. The bidder may note that once he has submitted his bid offering to execute the work at a certain rate and is successful in getting the work, he cannot under any circumstances seek for any enhancement under any head whatsoever over the rate quoted by him.

The bidder has to be absolutely clear that the bid amount submitted by him shall not be varied under any circumstances except in case of variation of quantities. In case of excess or less quantity of work than mentioned in the Notification Inviting Tenders, the proportionate increase /decrease in the bid amount quoted by the bidder based on the amount of increase / decrease of work shall apply. Except to this extent, no variation shall be allowed in the bid amount submitted by the bidder under any circumstances.

The bid offered shall be for the whole work and not for individual items/ part of the work.

The bidder should submit his bid invariably in the online price bid form only. Any other mode of offer is invalid and will be rejected.

**4.0. Eligibility/Qualification Criteria for being qualified to submit bids:-**Only those Contractors who satisfy/meet the following eligibility/qualification criteria shall be eligible for submitting bids. The bidder shall submit the qualification data in the First Cover (Cover-A) with superscription as "Technical Bid" with supporting documentary proof. The Bidder should have:-

**PQ TEMPLATE**

<b>Sl. No.</b>	<b>Eligibility Criteria required</b>	<b>Proof Required</b>
1.	Demand Draft	Does the application contain demand draft of Rs. 23,600/- in favor of Managing Director, INCAP, Kanuru, Vijayawada.
2.	Bid Security (EMD)	Does the application contain Bid Security of Rs. 11,10,300/- (1% of ECV) in favor of Managing Director, APADCL, Kanuru, Vijayawada (i) Bank details (ii) Validity
3.	The bidder should be either a single entity / sole firm / individual recognized proprietary or a consortium of such legal entities registered in AP/ India. In case of consortium, the applicant consortium shall submit a valid agreement among the members.	<b>In case of single entity/sole firm / individual recognized proprietary;</b> Copy of valid Certificate issued by competent authority in AP/ India.  <b>In case of Consortium:</b> Copy of valid certificate issued By Competent authority in AP/ India by each of the Consortium members. Valid agreement on INR 100/- Stamp Paper concluded among all the members of the consortium, specifying their respective roles, duly stamped and signed by the Authorized Signatories of the companies under consortium dated prior to the Submission of bid.
4.	Minimum average annual turn- over of INR 04 crores in any three (03) financial years for last five (05) years.  Turnover may be of the company or Individuals holding strategic shares in that company.	1. Audited Balance Sheet and Profit & Loss Statement for three financial years are to be submitted as documentary evidence  2. A certified statement verified by a statutory auditor as per Annexure mentioned in RFP  (The financial statements and other documents provided in support for this criteria must be on the Bidder's own name)
5.	<b>Experience in Facility Management</b>  The Bidder should have provided Facility Management services with appropriate man power and	Detailed credential as per the template provided.  Note: Credentials needs to be provided along with any of the client-certified by Authorized signatory, in case of



	machinery for a minimum period of 3 years at Airports which have minimum handling capacity of 0.05 mppa in India or overseas or having 05 years of experience in general Aviation for at least 02 major airport i.e., in India or abroad (or) running schedule Airlines (minimum of 2), should possess a valid BCAS certificate, security programme manual has to be approved by BCAS (copy to be enclosed)	airport operators it may be self- certified by their authorized signatory.  Airline must submit copy of AOP issued by DGCA and proof of operations.  Documentary evidence of Providing equipment and manpower with Supply Contract. (Copy of contract to support this claim)
6.	Litigation History, should not be serving Blacklisting, Termination, facing suspension of work order by any state government subsidiary or any other agency	Self-Declaration on Rs.100/-stamp paper Declaration (To be executed on Rs.100/- stamp paper & attested by public Notary/Executive Magistrate by the bidder).
7.	Are the documents submitted duly signed by the authorized signatory along with name and seal of applicant?	<b>List of documents/ attachments to be provided to the Authority along with the submission of bids:</b>
8.	<b>Preliminary inspection of documents:</b>	Appendices I to VII as provided in RFP
9.		Copy of PAN
10.		Copy of GST Registered certificates.
11.		
12.	Schedule –A	
13.	APPENDIX I	Letter Comprising the Bid
	APPENDIX II	General Information about the bidders
14.	APPENDIX III	Financial Capacity of the Bidder
15.	APPENDIX IV-	Technical Capacity of the Bidder
16.	APPENDIX V	Power of Attorney
17.	APPENDIX VI	Statement of Legal Capacity
18.	APPENDIX VII	Format of the Financial Bid Submission
19.	Bank Guarantee of Performance Security	
20.	Agreement	
21.	ANNEXURE I	Acceptance Letter
22.	ANNEXURE II	Letter of Undertaking
23.	ANNEXURE III	Schedule of Quantities

**One bid only to be submitted by each bidder:** - Each bidder shall submit only one bid for the work. In case a bidder submits more than one bid, all the bids submitted by that bidder shall be rejected.

- 5.0. Refund:-**The EMDs of the unsuccessful bidders shall be refunded/Bank Guarantees released as soon as the bids are finalized or the period of validity of the Bid expires, and the bidder does not give consent for extension,

whichever is earlier. The EMDs shall not carry any interest, whatever the form of submission/payment may be.

It is the duty of the successful bidder to keep the EMD in force till the completion of the contract period, including the extended contract periods, only then, and subject to claims if any, the EMD shall be refunded to the successful bidder. It shall not carry any interest.

**Forfeiture:-** The EMD shall stand forfeited to the Tender Inviting Authority automatically and without notice and any specific proceedings, if:-

On the bidder withdrawing his bid for any reason whatsoever during the period of validity of the bid.

In case of successful bidder, if he fails to sign the agreement with the Tender Inviting Authority on being called upon to do so within the time specified by it for whatsoever reason.

**Note:-** The amount deposited towards EMD/Bid Security/Bid Security shall be refunded / Bank Guarantees released, after the completion of the work in all respects / completion of the defects liability period as the case may be, to the satisfaction of the Tender Inviting Authority, after full and final settlement is reached. This amount does not carry any interest. The EMD / Bid Security submitted by the bidder at the time of submission of bid shall be liable for forfeiture if the bidder seeks to back out / withdraw his bid at any time after submission of his bid, or his bid is rejected on grounds such as not being found qualified to bid or submission of false declaration, certificate, document or information, or rejected for any of the reasons stated above. In the case of successful bidder, his EMD/Bid Security/Bid Security shall be liable for forfeiture for failure to complete the work in accordance with, as per the specifications given, and within the time prescribed in the agreement.

**6.0 Cost of Bidding:-** The bidder shall bear all costs associated with the preparation and submission of his bid and the bid inviting authority will in no case be responsible or liable for such costs.

**Site Visit:-** It is the responsibility of the bidder to visit and examine the site of work and take note of its location, features, surroundings, approachability, distance from places of material and labour procurement, etc., and obtain all information that may be necessary for making his own estimates for the work and submitting his bid accordingly. A contractor who has submitted a bid shall be deemed to have all knowledge of the site and its conditions and will not be entitled to raise any contention that he was not aware of any aspect about the site and its conditions etc. The cost of visiting the site and obtaining all information shall be of the bidder's and the Tender Inviting Authority shall not take any responsibility.

**Bid offer.**

The bid offer accompanies the bid document in Appendix-VII. It shall be explicitly understood that the Bid Inviting Officer does not accept any responsibility for the correctness or completeness of this price and is liable to alterations by omissions, deductions or additions at the discretion of the Vice Chairman and Managing Director, INCAP or as set forth in the conditions of the contract or Price-bid shall contain the items of work as part- I. The amount quoted by the contractor shall be applicable to this part –I. The bidders will have to state clearly their willingness to execute the work at certain specific amount of excess or less or at par of the ECV indicated in Part-I at the space provided therein in or Price-bid. The bidder should however quote his lump sum bid based on this or Price-bid.

- The bidder should workout his own rates keeping in view the scope of work, site conditions and quote his bid amount with which he intends to execute the work.
- ***The bidder should quote his bid offer invariably in the online price bid form only. Any other mode of offer is invalid and will be rejected.***
- The bid offer shall be for the whole work and not for individual items/ part of the work.
- All duties, taxes, and other levies payable excluding GST by the contractor as per State / Central Government rules, shall be included in the bid amount quoted by the bidder.
- The bid contract amount as computed based on bid amount is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

**Validity of Bids:**

Bids shall remain valid for a period of not less than 180 days from the last date for receipt of Bid specified in NIT.

During the above-mentioned period no plea by the bidder for any sort of modification of the bid 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 Bid 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 Bid, but will be required to extend the validity of his E.M.D. for a period of the extension.

### **Earnest Money Deposit**

The Bidder shall furnish, Earnest Money Deposit equivalent to 1% of ECV along with the tender.

The balance EMD shall be paid at the time of concluding Agreement by the successful Bidder. This EMD can be in the form of:

- a. A bank demand draft on any nationalized bank.
- b. A bank guarantee in the form given in Section 8, from a Nationalized bank only approved by the Reserve Bank of India.

Demand Drafts / Bank Guarantees furnished towards EMD for issue of bid schedules shall be valid for a period of six months from the date of bid notice and this shall be extended on demand.

**The Demand Draft (DD)/Bank Guarantee (BG)/ RTGS/ ONLINE/ NEFT is to be scanned and uploaded along with the bid and the original DD / BG shall be sent to the concerned Tender inviting authority on demand. Failure to furnish original DD/ BG on demand will entail rejection of the bid and blacklisting.**

**DEACTIVATION OF BIDDER:** If any successful bidder fails to submit the Original Hard copies of uploaded certificates / documents, DD / BG towards EMD within the stipulated time or if any variation is noted between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on 'e' procurement platform for a period of three years. The 'e' procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendations by the Tender inviting authority in the system. Besides this the Corporation shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme difference to avoid delays in the tender process for execution of the development schemes taken up by the Corporation. The information to this extent may be displayed in the 'e' procurement platform website. The other conditions as per tender document are applicable.

The bidder shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any in correctness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

If the lowest bidder back-out at the time of Agreement, penalty of forfeiture of EMD will be imposed and business of the Agency will be suspended for one year with all the Corporations in A.P. in respect of conventional tenders also vide G.O.Ms. No.259/ TR&B (Roads-V) Corporation, Dt.6-9-2008.

The EMD of Bidders will be returned no sooner the bids are finalized or end date of the Bid validity period, whichever is earlier.

The 1% E.M.D. paid by the successful Bidder at the time of filing of Bid schedules through Demand Draft and further payments will be implemented as per ITB.

The earnest money deposited by the successful bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid. The E.M.D. given in the form of Bank Guarantee on a nationalized bank shall be valid for the duration of contract period plus defect liability period of One year and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The Bank Guarantee on Nationalized Bank furnished by the bidder towards additional security amount shall be valid till the work is completed plus defect liability period in all respects.

The E.M.D. shall be forfeited.

- a. if the Bidder withdraws the Bid during the validity period of Bid.
- b. in the case of a successful Bidder, if he fails to sign the Agreement for whatever the reason.

In consideration of the VC/Managing Director/Chief General Manager (Technical) / Technical Committee undertaking to investigate and to take into account each bid and in consideration of the work thereby involved, all earnest monies deposited by the bidder will be forfeited to APADCL in the event of such bidder either modifying or with-drawing his bid at his instance within the said validity period of three months.

No alteration which is made by the bidder in the contract form , the conditions of the contract, drawings, specifications, or statements / formats or quantities accompanying the same will be recognized: and **, if any such alterations are made the bid will be void.**

#### **AWARD OF CONTRACT:**

##### **Award Criteria**

The Managing Director INCAP will award the contract to the Bidder who is found technically qualified as per the Bid conditions and also whose price bid is lowest.

The bid accepting authority reserves the right to accept or reject any Bid or all bids and to cancel the Bidding process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

##### **Notification of Award and Signing of Agreement**

The Bidder whose Bid has been accepted will be notified of the award of the work by email or Telephone by the bid inviting authority, prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the APADCL, 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").

When a bid is to be accepted the concerned bidder shall attend the office of the Managing Director, INCAP on the date fixed in the Letter of acceptance. Upon intimation being given by the O/o. Managing Director, INCAP of acceptance of his bid, the bidder shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / Scheduled Bank with a validity period of months, and sign an agreement in the form prescribed by the Corporation for the due fulfilment of the contract. Failure to attend the Managing Director INCAP 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 Managing Director, 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 Board of APADCL.

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 bid. On failure to do so his bid 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.

### **Corrupt or Fraudulent Practices**

The INCAP 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

- (a) define for the purposes of the provision, the terms set forth below as follows:
  - (i.) "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

- (ii.) “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 Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
  - (iii.) 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.
  - (iv.) 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 Contract.
- (b) Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

#### **14.0 Conflict of Interest**

- (i.) The Bidder, its Member or Affiliate (or any constituent thereof) and any other Bidder, its Member or any Affiliate thereof (or any constituent thereof) have common contributing controlling shareholders or other ownership interest;
- (ii.) Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Affiliate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty percent) of the paid up and subscribed share capital of such Bidder, its Member or Affiliate a less than 20% (twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund, or a public financial institution referred to in 2(72) of the Companies Act, 2013 or as amended from time to time.
- (iii.) For the purposes of this indirect shareholding held through one or more intermediate persons shall be computed as follows where any intermediary is controlled by a person through management control or voting power or otherwise, the entire shareholding held by such controlled intermediary in any other person (“Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the subject person: and subject always to above, where a person does not exercise control over an intermediary, which has shareholding in the subject person, the computation of indirect shareholding of such person in the subject person shall be undertaken on a proportionate basis, provided however that no such shareholding of such person in the intermediary is less than 26% (twenty six

percent)of the subscribed and paid up equity share holding of such intermediary ;or

- (iv.) A constituent of such Bidder is also a constituent of another bidder; or
- (v.) Such bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other bidder, or any associate thereof or has provided any such subsidy, grant concessional loan or subordinated debt to any other bidder, its member or any associate thereof; or
- (vi.) Such bidder has the same legal representative for purposes of this Bid as any other bidder; or
- (vii.) Such bidder, its member or affiliate (or any constitute thereof) who is bidding for an airport where a joint venture or subsidiary of Air India has an ongoing contract to provide Facility Management/Airport services/Manpower/Vehicle services, and such bidder, its member or affiliate (or any constitute thereof) has shareholding in such joint venture or subsidiary of Air India.
- (viii.) The bidders should not be blacklisted/ terminated/ facing suspension of work order by any govt./ non-govt. organization. The bidder should give Unconditional Acceptance of the authority Tender Conditions as per annexure-I.
- (ix.) No bidder shall be as scheduled or/and non-scheduled air carrier or any entity in which a scheduled carrier or its promoter (s) directly or indirectly holds any interest or is otherwise an Associate of a scheduled air carrier.



## Section-II

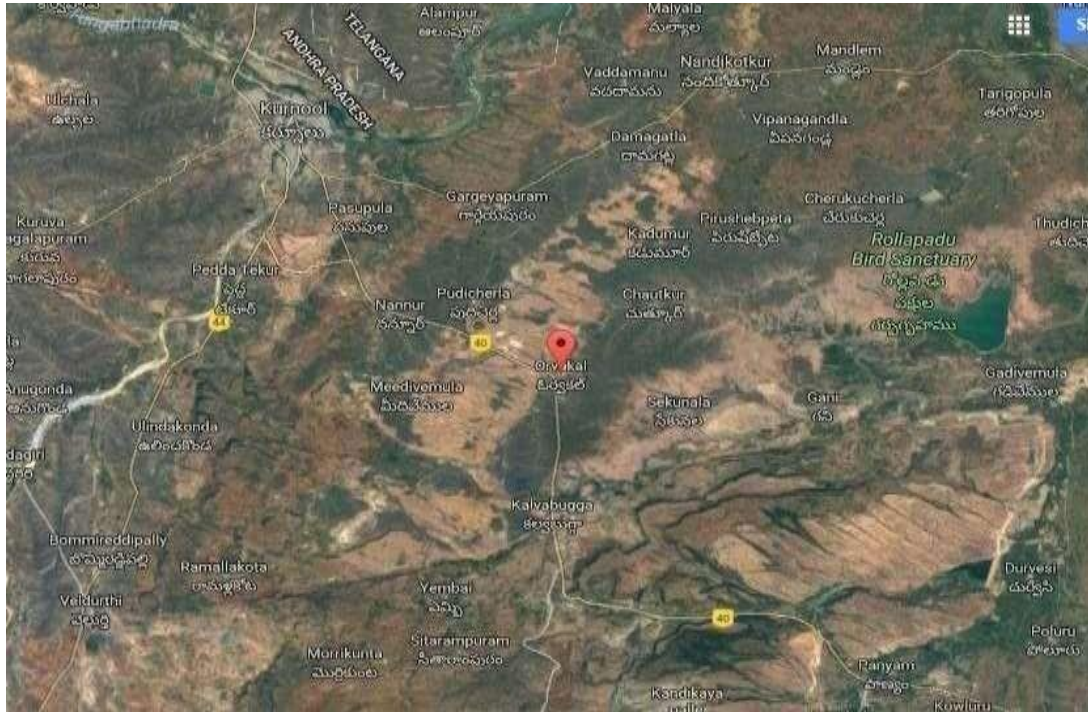
### INTRODUCTION

1. The Government of Andhra Pradesh ("Government") has been developing Greenfield airports across the State of Andhra Pradesh ("State") to expand air connectivity within the State to provide reliable and seamless air connectivity across the State, especially connecting industries, tourism and other major sector as it is a priority for the Government. This will require development of new airports to facilitate tourism and hinterland logistics.
2. The INFRASTRUCTURE CORPORATION OF ANDHRA PRADESH (INCAP) is the nodal agency of the Energy, Infrastructure and Investment Department of Government of Andhra Pradesh engaged in facilitating the development of Airport Infrastructure Projects in the State. As part of this endeavour, APADCL is constructing a no- frills Airport at Kurnool in Kurnool district.
3. The Authority shall depute officers or its nominees at the Airport to oversee the commercial operations of the Airport. Some of the key personnel who will represent the Authority / its nominees shall include:

Airport Director  
Head of Terminal/Airside Operations  
Head of security  
Head of safety operations  
Head of fire services

4. The Authority, at its discretion, shall nominate the above personnel to be stationed at the Airport.
5. The purpose of floating this RFP is to appoint an agency for carrying out "Facilities Management and Airport Services/Manpower/Vehicle Services" for Kurnool (Kurnool) Airport.
6. **Scope:** The Bidder should be competent to have adequately trained and skilled manpower, equipment to provide Facility Management/Airport Services/Manpower/Vehicle Services to various Airlines/ General Aviation and Private Operators.
7. **Duration:** The successful bidder shall undertake the project under the supervision of APADCL through an agreement for the duration of 3 (three years) from the date of agreement of the project/award and based on the performance of the agency with the Authority and which can be extended to such duration as felt by APADCL from time to time upto maximum of 2 (two) years depending on the contract. with escalation of 5% subject to satisfactory performance during the agreement period & decision of competent authority.

8. **Site of the Airport:** The Airport is developed at Kurnool in Kurnool district of Andhra Pradesh having co-ordinates Latitude 15°42'53.120"N, Longitude 078°09'46.749"E. Kurnool (Kurnool) Airport is approximately 25 km from the town of Kurnool and nearest aerodrome is Hyderabad, at a distance of approximately 221 Km.



**MAP 1A: LOCATION OF THE AIRPORT**

**MAP 1B: LOCATION OF THE AIRPORT****MAP 2: SITE IDENTIFIED FOR AIRPORT DEVELOPMENT AT KURNOOL, KURNOOL DISTRICT**

**Aerodrome Details:** The Airport will initially cater to Code 3C category of Aircraft (ATR- 72) and subsequently to larger category of code 4C aircraft such as Boeing 737 family and the A320 family of Aircraft. Runway length of 2000m, Apron capacity-04 Nos of ATR stands, Terminal Building area-1350 SQM, City side gardening/car parking area, details may give an idea on scale of the airport to the FACILITIES MANAGEMENT AND AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES Agency.

**Licensee:** -APADCL is envisaged to be the licensee of this Airport and will be the Airport owner throughout the tenure of Airport operations.

**BID AND EVALUATION PARAMETERS**

- All the Bidders duly qualifying under the below mentioned eligibility criteria, and upon complying with the conditions as mentioned hereunder shall present signed, stamped and sealed copies of proposals through e-procurement before the last date of closure bids i.e., Bid Due Date.
- The bidding process shall be in 2 stages comprising the evaluation of technical and financial capacity of the bidders. Bids will be evaluated based on the technical and financial capacity

## ARTICLE – 1

### SCOPE AND SPECIFICATION OF WORK

**Name of the work:** Providing Facility management/Airport Services/Manpower/ Vehicle Services at Kurnool Airport 24x7 services for 03 years.

**Scope of Work:**

The terms of reference (ToR) shall apply to Facility management /Airport services/ Manpower/ Vehicle Services at Kurnool Airport 24x7 services for 03 years.

The selected Agency shall carry out the functions of “Facility Management /Airport services /Manpower/Vehicle Services” at Kurnool Airport in accordance with this Agreement to the Airport to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice.

**Role and functions of Agency:**

Tender inviting Authority: INCAP upto issue of Letter of Acceptance.

Executing Agency: APADCL after issue of Letter of Acceptance, signing of agreement, execution of the contract.

The main objective is to provide 24 Hours Facility management and Airport services/ Manpower/ Vehicle Services at Kurnool Airport

The roles and functions of the Agency hereunder shall include:

- a. Permitting safe, smooth and uninterrupted movement of Users and flow of traffic on the Airport, including prevention of loss or damage thereto, during normal operating conditions;
- b. Collecting and appropriating the User Fee on behalf of the Authority and transfer the same to the authority.
- c. minimizing disruption to movement of Users and flow of traffic in the event of accidents or other incidents affecting the safety and use of the Airport by providing a rapid and effective response and maintaining liaison with emergency services of the State;
- d. Monitor & confirm that the obstacle limitation surfaces of the Airport and the approach and take-off areas shall be maintained free from obstructions or that the obstructions shall be limited to the permissible limits specified in Applicable Laws;
- e. procuring that appropriate arrangements e.g. deployment of 10 (Ten) numbers of bird chasers with sufficient suitable fire crackers (as approved by authority) and precautions have been undertaken at the Airport to prevent bird and animal nuisance in and around the operational areas, Runway and taxiways;
- f. preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, unauthorized entry to or unauthorized use of the Airport;

- g. protection and conservation of the environment and provision of equipment and materials therefore;
- h. operation and maintenance of all communication, control and administrative systems necessary for the efficient operation and management of the Aeronautical and Non Aeronautical Services;
- i. complying with Safety Requirements in accordance with DGCA / BCAS requirements.
- j. maintaining punctuality and reliability in operating the Airport;
- k. maintaining a high standard of cleanliness and hygiene on the Airport and taking all measures relating to fire precautions in accordance with relevant ICAO standards, Applicable Laws, Applicable Permits and Good Industry Practice.
- l. The Agency shall ensure that all contractors shall promptly remove all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) from the airport site and keep the Airport in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.
- m. Extend all support and show utmost courtesies in handling of VIP movements and manage VIP lounge(s).
- n. Coordinating with ATC, MET, etc for smooth flight operations.
- o. vehicle requirements of ATC, MET Dept, maybe to the Authority;
- p. protection and conservation of the environment and provision of equipment and materials therefore;
- r. Agency is supposed to provide following manpower;

**Agency is required to provide following manpower;**

- i. Terminal Building – Senior person as a Head- Terminal, Juniors and staff for housekeeping with all requisite materials.
- ii. Administrative block & ATC- Assistant for Authority, Police, ARFF and Assistants for ATC and MET, ATM& CNS of AUTHORITY department, Data entry operators
- iii. Airside – staff of Bird scarers and supervisor will also be responsible for FOD removal/ cleaning of runway/ taxiway/ apron/ drains etc. with four manual flipper machines and operators and long handle brooms, tools for pruning of trees etc, Pest control Agents.
- iv. One grass cutting machine suitable for all kind of surfaces ex. Bengal Metal three-fold GCMs equipped with powerful tractor.
- v. Authority has right to accept/reject the persons appointed by the FACILITIES MANAGEMENT/AIRPORTSERVICES/MANPOWER/VEHICLE SERVICES Agency i.e.,: CV's approval, leaves to be catered, no of shifts, uniform etc.

RFP: Facility Management / Airport Services/ Manpower/ Vehicle Services at Kurnool Airport  
**Note:** for all unskilled works preference must be given to local persons for deployment as per Government of AP ACT No.29 of 2019

INCAP

Financial statement showing the item wise break up

S.No	Item Description/ Specifications	Estimated Trained and Skilled Manpower and equipment as per the compliances of DGCA, BCAS and Air Safety for the period of three years	UOM	Unit Cost per Month	Total Cost for three years (36 months)
1	Duty Manager, Terminal Operations	1	Nos		
2	Safety Officer	1	Nos		
3	Terminal Operations Staff, Protocol & Guest Relations	4	Nos		
4	Housing keeping Staff (Terminal Building/ Authority Building/ AUTHORITY/ ATC/ MET/ Police/ Watch Towers, etc.,)	14	Nos		
5	Assistants for Authority	2	Nos		
6	Security Pass Section	1	Nos		
7	Assistants for ATC	2	Nos		
8	Assistants for MET	1	Nos		
9	Assistants for AP Police	2	Nos		
10	Bird scarer + Supervisor	11	Nos		
11	Assistants for ARFF	2	Nos		
12	GCM Operators	6	Nos		
13	Data Entry Operators (Finance/Accounts, Operations, APD, Security and Police)	4	Nos		
14	Pest control Agents	1	Nos		
15	Bolero Jeeps or any equivalent vehicles with drivers, for Airport Security Unit and Airport Operations, <b>for 24X7 deployment.</b>	4	Nos		
16	Bolero Jeep or any equivalent vehicle for AUTHORITY (ATC/CNS team), with driver, <b>for 24X7 deployment.</b>	2	Nos		
17	Bolero Jeeps or any equivalent vehicles for Authority, with drivers, <b>for 24X7 deployment.</b>	2	Nos		



18	Toyota Innova Crysta or equivalent 7-seater for Authority VIP/ officer's movement, with Driver for <b>24X7 deployment.</b>	2	Nos		
19	Bolero or equivalent Camper type vehicle for Authority without Driver. for <b>24X7 deployment.</b>	2	Nos		
20	Passenger Trolleys	50	Nos		
21	Uniform	For 52 Persons	Nos		
22	Towing Tractors	2	Nos		
	<b>Total</b>				

**Note: The above Quotation is for 3 years**

1. From the above mentioned works, for unskilled works the preferences must be given to local persons for deployment.
2. Agency has to submit following deliverables;
  - a. Fortnightly reports on availability / serviceability of items/ services
  - b. Monthly reports on availability / serviceability of items/ services.
  - c. Compliance report for Annexure-1, 2 and Schedule A.
  - d. Any non-conformity of a,b,c above will attract a penalty of 1.5 % of total each of sub- monthly bill with a maximum of Rs. 1,50,000/- against para a,b,c.
  - e. Monthly bills will be processed based on accepted deliverables and meeting other requirements e.g., penalties etc.
  - f. Items 15,16,17,18 and 19 are indicative and may be varied as per actual requirement.

**Safety, breakdowns and accidents**

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

**De-commissioning due to Emergency**

If, in the reasonable opinion of the Agency, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Airport, the Agency shall be entitled to de-commission and close the whole or any part of the Airport to Users for so long as such Emergency and the consequences thereof warrant; provided that such de-commissioning and particulars thereof shall be notified by the Agency to the Authority without any delay, and the Agency shall diligently carry out and abide by any reasonable directions that the Authority may give for dealing with such Emergency.

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

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

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

**Section closure**

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

The provisions of Clause 3.6.1 shall not apply to de-commissioning under Clause 3.7.1 or to closure of any section of the Airport for a period not exceeding 6 (six) hours in a day at any time of the day specified by authority as Off- Peak Period for this purpose.

**Damages for breach of obligations**

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

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

#### **Authority's right to take remedial measures**

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

#### **Overriding powers of the Authority**

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

In the event that the Agency, upon notice fails to rectify or remove any hardship or danger within a period specified by the authority, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Agency to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration as specified by the authority; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be FACILITIES MANAGEMENT AND AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES Expenses, and the Authority shall be entitled to recover them from the Agency in accordance with the provisions of clauses above along with the Damages specified therein.

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

**Excuse from performance of obligations**

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

an event of Force Majeure;

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

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

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

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

**Maintenance requirements Operation and management of Terminal Building:**

The Agency shall ensure that at all times during the Operation Period, the Airport conforms to the maintenance requirements set forth in Annexure.

The Agency shall undertake the operation and management of the Terminal Building in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice.

The Agency shall operate the Terminal Building in accordance with the Specifications and Standards set forth in Schedule-A and the standards specified from time to time by the IATA or any successor thereof.

The Agency shall regulate the use of the Terminal Building and provide non-discriminatory access to all airlines and passengers in accordance with Applicable Laws and the provisions of this Agreement. For the avoidance of doubt, provision of different levels of services for identified categories of airlines and passengers shall not be construed as discrimination hereunder.

The Agency shall at all times keep free from obstruction all areas meant for circulation and use by passengers.

The Agency shall provide 50 hand baggage trollies as per approval of APADCL and maintain an adequate supply of efficient baggage trolleys within easy reach of the baggage claim areas and at the entry points of the Terminal Building. For the avoidance of doubt, the Parties agree that **NO** advertisements may be displayed on the trolleys by Agency.

1.8.5.1.1 The Agency shall ensure that at all times, within the Airport, all Washrooms should be made available 24x7 in neat and tidy conditions.

The Agency shall, subject to conformity with the standards for signage as may be specified by ICAO from time to time, ensure availability of directions signs, signals, public announcement systems and enquiry counters to facilitate passengers and assist them in finding their way to airlines

The Agency shall ensure that the Terminal Building is open to passengers during airport operating hours, including on public holidays, and at all times during 150 (one hundred and fifty) minutes before the scheduled departure of a flight and 90 (ninety) minutes after the arrival thereof, or as may be specified by the Authority in accordance with the security requirements and Good Industry Practices.

### **1.9 Level of Service**

The Agency agrees and undertakes that the level of service in the Terminal Building shall, during the Peak Hour, be no inferior to 'Level of Service- D' as specified by IATA while assessing from time to time and in the event that the level of service is inferior to Level of Service-D in any Accounting Year, the Agency shall pay Damages to the Authority which shall be determined at the rate of 1% (one per cent) of the total monthly contract price from Fees for that Accounting Year.

#### **SCHEDULE -1**

Agency shall ensure that at all the times;

- All wash rooms are cleaned and manned in terminal building
- All wash rooms are cleaned on hourly basis/as agreed schedule within airport premises and maintained in hygienic conditions.
- VIP lounge is maintained in good condition and at least two daily newspapers and quality magazines are available on daily basis.
- Airport pass section is maintained and manned on all working days /as per the requirement.
- PTB Glass façade and other window panes are cleaned regularly.
- Carry out passenger feedback survey as and when advised by authority to ascertain satisfaction levels. Always extend support for ASQ surveys.
- Baggage handling area is cleaned and maintained.
- Passenger trollies are available for arrival and departing passengers at designated areas.
- All the taxes and duties as applicable statutorily to the successful bidder/ appointed agency shall be solely payable by them only and the authority shall not take any responsibility of the same. Further, the agency indemnifies the authority in relation to any such claims arising thereof from the respective authorities.
- The final agreed value of the contract shall be subject to revision on annual basis depending on the performance of the agency subject to an increment by authority.

**SCHEDULE- 2**

- ☐ Schedule of Payment: Monthly prorate basis depending on the services provided as per the agreement

1. Responsibilities: It is the sole responsibility of the Bidder to:

Examine, understand and conduct its own investigations and analysis; examine the accuracy, reliability and completeness of the information provided in this RFP document and all the annexures/appendices and to verify their completeness.

All other matters that might affect the Bidder's / Bidder Team's performance under the terms of this RFP and all the annexures/ appendices including all risks, costs, liabilities and contingencies associated with this RFP, the Scope of Work, etc.

The Bidder shall make all relevant investigations in relation to the performance of its obligations pursuant to the Bidder's / Bidder Team's right.

In the event that, there is any page or document obviously missing or erroneously inserted in the documents supplied, or there is any concern implied, or related to, but not specifically mentioned, the Bidder shall promptly inform INCAP, to have such discrepancy rectified well before the RFP submission date.

The Bidder agrees that, all information pertaining to APADCL's business and other information are confidential information of INCAP. The same shall be kept confidential, and shall not be disclosed to any third party, without prior written approval of INCAP.

Nothing contained herein, shall confer right upon the Bidder, or any obligation upon INCAP. The Bidder hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever, on this account, from INCAP.

Confidentiality: INCAP and the Bidder shall ensure the confidentiality of all documents supplied by either party to either side. All documents will be used in RFP process only.

**Grounds of disqualification:**

In addition to INCAP's rights to disqualify any Bidder as set-out elsewhere in this RFP, INCAP shall have the right, in its sole discretion, to disqualify any Bidder with reasons of disqualification duly mentioned in writing, and reject its Proposal including, but not limited to any one or more of the following grounds:

Declaration of the Bidder as ineligible due to past corrupt or fraudulent practices, in any tender/bid process.

The proposal not being accompanied by any supporting documents or Annexures, required to be submitted in accordance with this RFP.

RFP: Facility Management / Airport Services/ Manpower/ Vehicle Services at Kurnool Airport INCAP  
Failure to comply with the requirements of the RFP, or the Proposal being non-responsive to the requirements of the RFP including but not limited to the guidelines as adopted for the Andhra Pradesh Government procurement procedures.

If the Proposal is not stamped, signed, sealed and marked or does not contain all the information as requested in the RFP, or in the format as specified in the RFP or Annexure(s).

If the Bidder is black listed or debarred by any major corporates or by the any governmental agency (BCAS, AUTHORITY, DGCA) at any given point of time in the past.

If the Bidder is serving any Blacklisting, Termination, facing suspension of work order by any state government subsidiary or any other agency or undergoing any pending enquiry.

Any proposal is received after the timeline as set-out in this RFP.

## **2. Misrepresentation/ Fraud/ Breach of Terms and Conditions**

If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this RFP, its Proposal may be cancelled by INCAP. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount, if any, paid by it including EMD.

Adopting or trying to adopt any Corrupt/Fraudulent practices.

## **3. Award Process:**

Authority will conduct the award process in a fair, transparent and non-discriminatory manner. Canvassing in any form, unsolicited letter and post-bid correction will invoke summary rejection of the bid without any claim for compensation.

The Bidder shall comply with all the terms and conditions set-out in bid document and its appendices while submitting its proposal including but not limited to the guidelines as adopted for the Andhra Pradesh Government procurement procedures.

Authority reserves its right to accept any Proposal and to reject any or all the proposals received, or can change the process of the selection at any time during or after the RFP process or withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time by quoting the appropriate reasons in writing. Authority shall not be responsible to any Bidder/persons on any account, if it exercises such rights.

The successful Bidder/ Bidder team shall sign the FACILITY MANAGEMENT/AIRPORT Services/MANPOWER/VEHICLE SERVICES Agreement within 30 (thirty) days or as desired/asked by INCAP in writing. If the selected Bidder's team, whose proposal has been accepted, fails to sign a written contract within specified period, Authority shall take action against such Bidder, if any, as per the provisions of the bidding document and forfeit the bid security as per the provisions of the agreement.

#### **4. DISPUTE RESOLUTION**

##### **Dispute resolution**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

##### **Conciliation**

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Managing Director, APADCL of the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to or such longer period as may be mutually agreed by the Parties, either Party may refer to the Dispute in accordance with the provisions.

##### **Adjudication by a Tribunal**

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall be adjudicated upon by such tribunal or other forum in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

**APADCL reserve the rights to terminate this agreement with three-month notice to Agency at any point of time without assigning any reason thereof.**



**Agency is eligible for payments against service rendered during notice period.**

**DECLARATION**

I/ We have read the instructions reiterated above for the Application pertaining to the Facility Management & Airport Services/Manpower/ Vehicle Services at Kurnool Airport and having understood the same, I/ We hereby declare to abide by them.

## **CONDITIONS OF CONTRACT**

### **DEFINITIONS**

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority ie., the Managing Director, APADCL and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (iii) The Contractor shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (iv) The Authority means the Managing Director, APADCL.
- (v) The Airport Director means the Officer who shall supervise and be in-charge of the work as mentioned in Schedule hereunder.
- (vi) APADCL shall mean the Andhra Pradesh Airports Development Corporation Limited.
- (vii) The terms Member (operations) means the head of Department of Operations, APADCL.
- (viii) Accepting Authority shall mean the authority mentioned in Schedule.
- (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
- (x) The Rate shall be decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits. GCC 5
- (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
- (xii) Department means APADCL.

(xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

2. Works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The rate quoted by the bidder includes all consumables, incidental charges, accessories, key and critical equipment etc.,
3. Sufficiency of Tender The Contractor shall be deemed to have satisfied himself before tendering as to the of correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4. Discrepancies and adjustment of errors

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission the reform shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

5. Signing of Contract The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of ;
  - (i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard APADCL Form as mentioned in Schedule consisting of:
    - (a) Various standard clauses with corrections up to the date stipulated in Schedule along with annexure thereto.
    - (b) APADCL Contractor's Labour Regulations.
    - (c) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **CLAUSE1**

#### **Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance/Bank Guarantee of Rs. 30,00,000/- (Rupees Thirty Lakhs Only) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule from the date of issue of letter of acceptance. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of Nationalised Bank or any Scheduled bank but not Co-operative or Gramin bank in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Authority as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipts or Guarantee Bonds, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to make good the deficit.
- (ii) Performance guarantee should be furnished at the time of signing the agreement. In case the contractor fails to deposit performance guarantee within the stipulated period, no payment for the work done in respect of 1<sup>st</sup> Running Account Bill will be released to the contractor. Moreover, interest @18% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
- (iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 365 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Managing Director, APADCL shall not make a claim under the performance guarantee except for amounts to which the Authority is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Authority may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay the Authority any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Managing Director, APADCL.
- (v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Managing Director, APADCL.

**CLAUSE 1(A)****Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit APADCL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 7.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. The same will be released after completion of defect liability period of One Year.

**CLAUSE 2(A)****When Contract can be Determined**

Subject to other provisions contained in this clause, the Managing Director APADCL may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Managing Director APADCL, a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise improper or non-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Managing Director, APADCL which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Authority
- (iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Managing Director APADCL
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Managing Director APADCL
- (v) If the contractor shall offer or give or agree to give to any person in Authority service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for t h e Authority.
- (vi) If the contractor shall enter into a contract with Managing Director APADCL
- (vii) in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Managing Director APADCL.

- (viii) If the contractor shall obtain a contract with Managing Director APADCL.
- (ix) as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (x) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for these quest ration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (xi) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound upon if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (xii) If the contract or shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xiii) If the contractor does anything to the contrary as mentioned below:
- (xiv) The contractor shall not without the written consent of the competent authority (which consent shall not be unreasonable with held to the prejudice of the contractor) assign / sub-let this contract or any portion of the work/services. In any case maybe the whole responsibility for the entire work/ services shall be of the contractor
- (xv) When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director on behalf of the APADCL shall have powers:
- (xvi) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Managing Director , APADCL shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the APADCL.
- (xvii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Managing Director APADCL, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And incase action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Managing Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only been titled to be paid the values certified.

**CLAUSE 2(b)**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

**CLAUSE 3**

Contractor liable to pay compensation even if action not taken under Clause-2. In any case in which any of the powers conferred upon the Authority by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Managing Director, APADCL putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Authority which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Managing Director, APADCL) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Authority, whose certificate there of shall be final, and binding on the contractor, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Authority may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Authority as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**CLAUSE 4****Time and extension of the contract**

The successful bidder shall undertake the contract under the supervision of APADCL through an agreement for the duration of 3 (three years) from the date of agreement of the project/award and based on the performance of the agency with the Authority and which can be extended to such duration as felt by APADCL from time to time upto maximum of 2 (two) years depending on the contract execution

**CLAUSE 5****Measurements of Work Done**

The Authority or his authorised representative and contractor or his authorised representative should measure jointly the quantity of specified area in the BOQ/SOQ, at least once during the first month of the execution of work, in a proper measurement book/ register. These measurements should be carried forward from the 2nd R.A bill onwards but any addition or omission of the area should be added or deducted to/from the specified area in order to pay as per the work done after recording in standard measurement book/ register.

All records of cleaning work done / measurement of all items having financial value shall be entered in Register /Measurement Book so that a complete record is obtained of all works performed under the contract.

All records of cleaning work done / measurements shall be taken jointly by the Authority or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such records of cleaning work done/ measurements shall be signed and dated by the Authority and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Authority or his representative, the Managing Director and the Department shall not entertain any claim from contract or for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Authority or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour, and other things necessary for measurements, recording and maintaining office.

## **CLAUSE 6**

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay; supply to the Airport samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the Contract. The contractor shall, if requested by the AUTHORITY furnish proof, to the satisfaction of the AUTHORITY that the materials so comply. The AUTHORITY shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forth with arrange to supply to the AUTHORITY for THEIR approval, fresh samples complying with the specifications laid down in the contract. When material is required to be tested in accordance with specifications, approval of the AUTHORITY shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the AUTHORITY. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the AUTHORITY may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the AUTHORITY and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The AUTHORITY or his authorized representative shall at all times have access to the works and to all



RFP: Facility Management / Airport Services/ Manpower/ Vehicle Services at Kurnool Airport INCAP workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The contractor shall deposit material in advance for 3 months as per specification. The material will be issued for daily use from this stock and a material register is to be maintained.

The AUTHORITY shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the AUTHORITY shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The AUTHORITY shall also have full powers to require other proper materials to be substituted thereof and in case of default, the AUTHORITY may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

#### **CLAUSE 7**

##### **Work to be executed in Accordance with contract etc.**

The contractor shall execute the whole and every part of the work in the most substantial and work man like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tool and plants including for measurements and supervision of all works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability and safety of all the works and methods of cleaning.

#### **CLAUSE 8**

Foreclosure of contract due to Abandonment or Reduction in Scope of Work, if at any time after acceptance of the tender, APADCL shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site.

#### **CLAUSE 9**

##### **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the Authority, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Air Authority may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety there off or any of the following reasons:

- (a) On account of any default on the part of the contractor or;
- (b) For proper execution of the works or part there off or reasons other than

(c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Authority.

(ii) If the suspension is ordered or reasons(b)and(c)in sub- para(i)above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

Where it affects only a part of the works as on omission of such part by Authority or where it affects whole of the works, as an abandonment of the works by Authority, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Managing Director, APADCL .In the event of the contractor treating the suspension as an abandonment of the contract by Authority, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive inconsequence of the abandonment.

## **CLAUSE10**

### **Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Authority, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department of Quality Assurance and of the vigilance officer, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contract or himself.

If it shall appear to the Authority or his authorized subordinates in charge of the work or to the Managing Director, APADCL or his subordinate officers or the officers of the organization engaged by the Department for quality Assurance or to the Chief Vigilance Officer or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workman ship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within 10 days of the completion of the work from the Authority specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so with in a period specified by the Authority in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

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In such case the Authority may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable with out detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, at the risk and cost of the contractor. Decision of the Managing Director, APADCL to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE11**

##### **Contractor Liable for Damage, Defects During Cleaning Period**

The security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the cleaning contract whichever is earlier.

#### **CLAUSE 12**

##### **Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Authority or any other contracting person or persons through Authority against any claim of the APADCL or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor or with the Authority or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Authority will be kept withheld or retained as such by the Authority or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **CLAUSE13**

##### **Hire of Machinery**

The Contractor shall arrange at his own expense all tools, machinery and equipment (here in after referred to as T&P) required for execution of the work.

#### **CLAUSE 14**

##### **Empanelment of technical staff and employees**

Contractors Superintendence, Supervision, Supervisory staff & Employees

- i) In case of deployment of unskilled labour the government of AP Act 29 of 2019 shall be taken into consideration thereof, while executing/deploying the employees.
- ii) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Managing Director, APADCL the name(s), qualifications experience, age, address(s) and other particulars along with certificates, of the principal Supervisory representative to be charge of the work and other Supervisory representative(s) who will be supervising the work. Minimum requirement of such Supervisory representative (s) and their qualifications and experience shall not be lower than specified in schedule. The Authority shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal Supervisory representative and other Supervisory representative(s) shall be appointed by the contractor soon after receipt of the approval from Authority and shall be available at site before start of work.

All the provisions applicable to the principal Supervisory representative under the clause will also be applicable to other Supervisory representative(s). The principal Supervisory representative and other Supervisory representative(s) shall be present at the site of work for supervision at all times when any cleaning activity is in progress and also present himself/themselves, as required to the Authority and / or his designated representative to take instructions. Instructions given to the principal Supervisory representative or other Supervisory representative(s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Supervisory Representative and other Supervisory representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by Authority and shall also note down instructions conveyed by the designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by Authority- in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Authority-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such Supervisory representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery(non-refundable) shall be effected from the contractor as specified in Schedule and the decision of Authority-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Supervisory Principal Supervisory representative and / or other Supervisory representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Authority in- Charge shall have full powers to suspend the execution of the work until such date as suitable other Supervisory representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the Supervisory representative (s) along with every on account bill / final bill and shall produce evidence if at any time so required by the Authority-in- Charge.

- i) The contractor shall provide and employ on the site only such Supervisory assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

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The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Authority shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Authority-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Authority and the persons so removed shall be replaced as soon as possible by competent substitutes.

#### CLAUSE 15

##### Levy/Taxes payable by Contractor

All duties, taxes, and other levies payable excluding GST by the contractor as per State / Central Government rules, shall be included in the bid amount quoted by the bidder.

Any other tax on materials in respect of this contract shall be payable by the contractor and AUTHORITY shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Authority after satisfying that it has been actually and genuinely paid by the contractor.

- i) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by APADCL. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AUTHORITY till finalization of settlement of all demands in this regard / State Govt.
- ii) If pursuant to or under any law, notification or order any royalty, becomes payable by the Authority and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Authority and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

#### CLAUSE 16

##### **Conditions for reimbursement of levy/taxes if levied after receipt of tenders.**

- i) All tendered rates shall be inclusive of all taxes and levies (except service tax) payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work with in the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Authority and further shall furnish such other information/document as Authority may require from time to time.

The contractor shall, within a period of 30 days of the imposition of any such further

RFP: Facility Management / Airport Services/ Manpower/ Vehicle Services at Kurnool Airport INCAP tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Authority that the same is given pursuant to this condition together with all necessary information relating thereto.

#### **CLAUSE 17**

##### **Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AUTHORITY shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 18**

If relative working in Authority then the contract or not allowed to tender

The contractor shall not be permitted to tender for works in Authority where in his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of Authority. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

#### **CLAUSE 19**

##### **No officer of any Dept. of Authority to work as Contractor or within two years of retirement**

No person or any officer employed in terminal or administrative duties in any department of Authority shall work as a contractor or employee of a contractor for a period of two years after his retirement service without the previous permission of Authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Authority as aforesaid, before submission of the tender or engagement in the contractor's service, as the case maybe.

#### **CLAUSE 20**

##### **Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act

**APPENDIX – I**  
Letter comprising the bid

To  
**Managing Director, INCAP**  
AVSR Bhavan, Kanuru,  
Vijayawada  
Phone:  
Website: www.incap.co.in  
Date:

E-mail:

Dear Sir,

*Sub: Providing Facility Management/ Airport /Manpower/ Vehicle Services at Kurnool (Kurnool) Airport, Kurnool district, ANDHRA PRADESH*

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

1. I/We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders and award of the aforesaid project, and we certify that all information provided in the Application and in Appendix is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying and award as a Bidder for providing FACILITIES MANAGEMENT/ AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES at Kurnool (Kurnool) Airport, Kurnool district, Andhra Pradesh.
3. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Qualification statement.
4. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we or our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority.
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

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restrictive practice, as defined in the Tender Document, in respect of any tender or Tender Notice issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender Document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We believe that we satisfy the Rs. 4 Crores annual Turnover criteria and meet(s) all the requirements as specified in the Tender Document and are/is qualified to submit the Bid and for award of Project.
9. I/ We believe that we satisfy the net worth criteria and meet all the requirements as specified in the RFP document and are/is qualified to submit the bid and for award of project.
10. I/We declare that we or our associates are not a member of any other consortium applying for pre-qualifications.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO/MD or any of our Chief Executive Officers/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/We are attracted by the provisions of disqualification in terms of the provisions of this RFP DOCUMENT; I/We shall intimate the Authority of the same immediately.
15. The Statement of Legal Capacity as per format provided at Appendix - VI of the Tender Document, and duly signed, is enclosed. The power of attorney for signing of application, as per formats provided at Appendix V of the RFP DOCUMENT, is also enclosed.
16. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into FACILITIES MANAGEMENT/ AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES contract agreement (The Agreement) in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.



17. I/We have studied all the Bidding Documents carefully. I/We understand that except to the extent as expressly set forth in the "The Agreement", we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.
18. The cost have been quoted by me/us after taking into consideration all the terms and conditions stated in the TENDER DOCUMENT, Facility Management contract agreement our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
19. I/We offer a Bid Security (EMD) of Rs. 11,10,300/- (Rupees Eleven lakhs Ten thousand and Three Hundred only) by way of irrevocable bank guarantee valid for a period of 180 (One Hundred and Eighty) days to Authority in accordance with the Tender Document.
20. The Bid Security (EMD) in the form of a Demand Draft is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
22. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956 or Indian Companies Act 2013, having its registered office and headquarters in India prior to execution of the contract agreement.
23. I/We agree and undertake to be jointly and severally liable for all the obligations in accordance with the RFP and contract agreement.
24. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the proposed Facility Management Services and the terms and implementation thereof.
25. I/We agree to keep this offer valid for 180 (one hundred and eighty) day from the Bid Due Date specified in the TENDER DOCUMENT.
26. I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

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

Yours faithfully,

Signature, name and designation of the Authorized Signatory)  
Name and seal of the Bidder  
Date:  
Place:

**APPENDIX II**  
**General Information about Bidders:**

1.	Name of the Organization	
2.	Name of the authorized person	
3.	Address & contact Numbers	
4.	Year of establishment	
5.	Status of the firm (whether Pvt. Ltcompany/ Public Ltd. Company)	
6.	Names of Chief Executive Officers	
7.	Whether registered with Registrar of Companies– mention number and date with proof	
8.	Whether registered under GST, ,GS Registration Number	
10.	Whether assesses of Income tax payee Mention PAN, furnish copy of last income tax return.	
11.	Name and Address of Bankers	
12.	Provide details of the agreement with other state government for air services/ flight operations.	
13.	3 years Annual Turnover (Furnished copy of Balance sheet) (CA certification required)	
14.	EMD details :DD Number/Bank Name Date	
15.	List of present clients (Copy of work order to be Enclosed)	
16.	Any other information	

Name:

Designation:

Affix Company seal:

**DECLARATION**

- I/ We have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselvesand -----on the basis of the information given by me/us can be treated as invalid by the ----- and I / We will be solely responsible for the consequences.
- I/We agree that the decision of----- in selection of bidder will be final and binding to me/us.
- All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

- I / We agree that I / We have no objection if enquiries are made about the work listed by me/ us here in above and/or in the accompanying sheets.
- I / WE have gone through carefully all the Bid conditions and solemnly declare that I / we will abide by any penal action such as disqualification or 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.

Place:

Date:

SIGNATURE:

Name & Designation & seal of the Company

**APPENDIX III**

**Companies/Firms/Proprietorship: Category -'I'**

**UNDERTAKING REGARDING NOT BEING BLACKLISTING**

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

Place:

Date:

Signature of Authorized Signatory  
Company Seal.....

**APPENDIX IV*****Financial Capacity of the Bidder***

<b>Year</b>	<b>Name of the Bidder</b>	<b>Annual Turnover (In Rs.)</b>
<b>FY1</b>		
<b>FY2</b>		
<b>FY3</b>		
<b>TOTAL</b>		

**Instructions:**

The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for five years preceding the Application Due Date. The financial statements shall:

1. Reflect the financial situation of the Bidder.
2. Be complete, including all notes to the financial statements; and
3. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
4. Provisional financials duly certified by chartered accountant, of the latest year shall also be submitted.

**APPENDIX- V****Technical Capacity of the Bidder**

Entity that fulfills the Facility Management / Airport Services/ Manpower/ Vehicle Services

Bidder	
Entity which fulfills the requirement	
Relationship with Bidder	<i>(Bidder/Member/ Affiliate of Bidder or Member)</i>

**Facility Management & Airport Services/ Manpower/ Vehicle Services**

1.

Name of Project	
Location	
Description including the annual passenger through put handled	
Start Date of Operation Period	
End Date of Operation Period	
Nature of Involvement (please specify details of the operation and maintenance work undertaken within the Eligibility Period)	
Counter Party	
Cost of Contract	
Name of Entity which completed the Project	

Please provide details of all the relevant projects along with statutory auditor certificate

## APPENDIX VI

### *Power of Attorney for signing of Application (to be executed on Rs 100/-stamp paper)*

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

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

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

For

(Signature, name, designation and address)

*Witnesses:*

1.

2.

Accepted

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

(Notarized)

#### **Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.



**APPENDIX – VII**

**Statement of Legal Capacity**

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

Ref: RFP Facility Management/Airport Service/Manpower/Vehicle service/2021 at  
Kurnool Airport

**Managing Director, INCAP**

AVSR Bhavan, Kanuru,

Vijayawada

Phone:

Website: www.incap.co.in

e-mail:

Date

Dear Sir,

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

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

Thanking you,

*Yours faithfully,*

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

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**APPENDIX-VIII**

**FORMAT OF THE FINANCIAL BID SUBMISSION**

(Date and Reference)

To,  
**Managing Director, INCAP**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

Sub: Financial Bid for Facility Management / Airport Services/Manpower/Vehicle Services at Kurnool (Kurnool) Airport, Kurnool district, Andhra Pradesh

We quote cost of Rs.\_\_\_\_\_(both in words and in numbers) for providing Facility Management & Airport Services/Manpower/Vehicle Services at Kurnool (Kurnool) Airport, Kurnool district. Andhra Pradesh for three years. The cost breakup for individual items as per Addendum -1 (QUOTE ) to be uploaded along with the financial bid.

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date.

Yours Sincerely,

(Signature, name and designation of the authorized signatory)

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**BANK GUARANTEE / PERFORMANCE SECURITY**

[To be executed on the stamp paper of appropriate value] Managing Director,  
APADCL, AVSR Bhavan, 2nd& 3rd floor, Kanuru, Vijayawada-520010

- a. WHEREAS: A. [ ] (“Concessionaire”) and the ----- (“Authority”) have entered into a Concession Agreement dated [ ] (“Agreement”), whereby the Authority has authorized the Concessionaire to undertake the Facility Management and Airport Services/Manpower/Vehicle Services of the Kurnool (Kurnool) Airport, Kurnool District in the State of Andhra Pradesh, subject to and in accordance with the provisions thereof.
- b. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of Rs. [ ] (Rupees [ ] Crore) (“Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, for a period of 4 (Four) years i.e., 48 (Forty eight months) from the COD for the Phase [ ] of the Project.
- c. We, [ ] through our Branch at [ ] (“Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security in terms of the Performance Security.

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

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

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

5. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
6. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for a period of 7 (seven) years from the COD for the Phase [ ] of the Project and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 3 (three) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
7. The Performance Security shall cease to be in force and effect after the expiry of a period of 48 months (forty eighty months) from the agreement date of the FACILITIES MANAGEMENT/ Airport /Manpower/Vehicle Services at Kurnool Airport contract, with a claim period of 3 (three) months thereafter. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith after the period of 3 (three) months from the date of expiry of this Guarantee.
8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course through post and in proving such notice, when given by post, shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signed and sealed this ..... day of ....., 20... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature) (

Name)

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(Designation)

(Code Number)

(Address)

**NOTES:** (a) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(b) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## **Facilities Management /Airport/Manpower/Vehicle Services Agreement**

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

### **Between**

Andhra Pradesh Airports Development Corporation (APADCL), a 100% owned corporation by Government of Andhra Pradesh, represented by its Managing Director, and having its registered office at ..... (herein after referred to as "APADCL" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of One Part,

**AND**

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

### **WHEREAS**

A) The ANDHRA PRADESH AIRPORT DEVELOPMENT CORPORATION (APADCL), (hereinafter referred to as "Authority" is interested in PROVIDING Facility Management /Airport/Manpower/Vehicle Services at Kurnool Airport through a private entity/ contractor.

B) INCAP has accordingly invited proposals vide Tender Notice No\_\_\_\_/ \_\_\_\_\_ dated \_\_\_\_\_ ("The Tender Notice") for selection of a bidder for the aforesaid AO subject to and on the terms and conditions contained in the RFP Document.

C) After evaluation of the Bids so received, INCAP had accepted the Bid of M/s..... and issued its Letter of Acceptance No... dated..... ("LOA") to the bidder requiring, inter alia, the execution of this Facility Management /Airport/Manpower/Vehicle Services contract Agreement.

D) Authority in accordance with the provisions of RFP has agreed accordingly to enter into this FACILITY MANAGEMENT/AIRPORT/MANPOWER/VEHICLE SERVICES agreement with the entity/ contractor for providing services subject to and on the terms and conditions set forth hereinafter.

E) The Agency has duly provided the Bid Security of Rs. 11,10,300/- (Rupees Eleven lakhs ten thousand and three hundred only) to the Authority in terms hereto. NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:  
PRELIMINARY

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

#### **Definitions:**

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

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

**“Agency” means the Successful Bidder**

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

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

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

**“Agreement Period (AP)”** means the period beginning from the commencement date of the agreement and ending on completion of three (3) years of such date which can further be extended as decided by Authority in case of satisfactory performance.

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

**“Commencement Date”** means the date on which the FACILITY MANAGEMENT/AIRPORT/MANPOWER/VEHICLE SERVICES shall start in accordance with the provisions contained in this Agreement.

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

**“Bid Security”** shall have the meaning as described in Clause 16.

**“Dispute”** shall have the meaning set forth in Clause 28.

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

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

**“Force Majeure”** or **“Force Majeure Event”** shall mean an act, event, condition or occurrence specified which is not in the Control of any parties to the agreement as stated and described in Clause 3.12.

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

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

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

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

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

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

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

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

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

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

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

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

**“Termination Notice”** means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement in the form of email / written letter in original.

In this agreement, unless the context otherwise requires



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Measurements and Arithmetic Conventions

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

Priority of contract documents and errors/ discrepancies

In case of ambiguities or discrepancies within this Agreement the following shall apply: between two Clauses of this Agreement, the provisions of the specific clause relevant to the issue under consideration shall prevail over those in other Clauses;

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

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

2. Monitor & confirm that the obstacle limitation surfaces of the Airport and the approach and take-off areas shall be maintained free from obstructions or that the obstructions shall be limited to the permissible limits specified in Applicable Laws;
3. ensuring that the sensitive and critical areas, as identified by the Authority or the Designated GOI Agency, as the case may be, for the operation of CNS/ATM Equipment and facilities shall be maintained free of any obstructions and that no obstruction which may hamper the safety or functioning of these equipment and facilities or endanger the safety of aircraft operations shall be permitted;
4. procuring that appropriate arrangements e.g. deployment of 10 (Ten) numbers of bird chasers with sufficient suitable fire crackers (as approved by authority) and precautions have been undertaken at the Airport to prevent bird and animal nuisance in and around the operational areas, Runway and taxiways;
5. running maintenance of the Airfield Lighting System, signal area, MET installations etc if any and the main and standby power supply systems in

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accordance with the standards prescribed in Applicable Laws and relevant ICAO Documents and Annexures;

- 6.** preventing, with the assistance of the concerned law enforcement agencies, any encroachments on, unauthorized entry to or unauthorized use of the Airport;
- 7.** protection and conservation of the environment and provision of equipment and materials therefore;
- 8.** operation and maintenance of all communication, control and administrative systems necessary for the efficient operation and management of the Aeronautical and Non-Aeronautical Services;
- 9.** complying with Safety Requirements in accordance with DGCA / BCAS requirements;
- 10.** operation and maintenance of all airport Assets diligently and efficiently and in accordance with Good Industry Practice;
- 11.** maintaining punctuality and reliability in operating the Airport;
- 12.** maintaining a high standard of cleanliness and hygiene on the Airport; and
- 13.** Taking all measures relating to fire precautions in accordance with relevant ICAO standards, Applicable Laws, Applicable Permits and Good Industry Practice.
- 14.** The Agency shall ensure that all contractors shall promptly remove all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) from the airport site and keep the Airport in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits and Good Industry Practice.
- 15.** The Agency shall maintain, in conformity with Good Industry Practice, all stretches of approach roads, over-bridges/ under-bridges, over-passes, under-passes or other structures situated within airport property but not forming part of the Airport.
- 16.** Extend all support and show utmost courtesies in handling of VIP movements and manage VIP lounge(s).
- 17.** Coordinating with ATC, MET, etc for smooth flight operations.

## **I. ENTIRE AGREEMENT**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Managing Director, APADCL or his authorised representative.

## **II. BID SECURITY/ PERFORMANCE SECURITY**

- a) The Agency has agreed to for the due and faithful performance of its obligations under the Agreement, provide to the APADCL a bid security for a sum of Rs.11,10,300/- (Eleven Lakhs ten thousand and three hundred only) on or before signing of this agreement, in the form of bank guarantee issued in favor of the APADCL.
- b) The performance security shall be released by the APADCL to the Agency upon successful completion of the agreement period. In the event the Agency does not start FACILITIES MANAGEMENT /Airport services/Manpower/vehicle services from the commencement date or the contractor is in breach of the terms of the Agreement, the APADCL shall, without prejudice to its other rights and remedies hereunder or in law may encash and appropriate such amount(s) it may determine from the commitment security as damages for such Agency default. Upon such encashment and appropriation from the bid security/performance security, the Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the bid security, and in case of appropriation of the entire commitment security provide a fresh commitment security, as the case may be, failing which APADCL shall be entitled to terminate this Agreement and appropriate entire performance security as damages.
- c) The performance security shall remain in force for entire agreement period and will be released on the expiry of its successful completion.

## **III. REPRESENTATIONS AND WARRANTIES**

- a) **Representations and Warranties of the Agency:**
- b) The Agency represents and warrants to Authority that:

It is duly organized and validly existing under the laws of Andhra Pradesh and India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

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It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of the RFP.

The selected bidder and its/their Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking Facility Management services in accordance with this Agreement;

The selected bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested APADCL to enter into this Agreement with the Agency pursuant to the Letter of Acceptance, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

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

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

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

**c) *Representations and Warranties of the APADCL***

APADCL represents and warrants to the contractor that it has:

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

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

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

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

Complied with Applicable Laws in all material respects.

**IV. DISCLOSURE**

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

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## **V. DISCLAIMER**

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

## **VI. OPERATIONAL MAINTENANCE AND SAFETY REQUIREMENT**

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

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

## **VII. INDEMNITY**

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

## **VIII. INSURANCE**

The Agency shall effect and maintain, or cause to be effected and maintained, at no cost to Authority during the Facility Management / Airport Services / Manpower / Vehicle services such insurance as is commensurate with prevailing applicable laws and good industry practice.

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**IX. FORCE MAJEURE**

- a. The Agency or APADCL, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the Agency or APADCL, as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")
- b. In this Agreement, no event or circumstance and/or no combination and circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:
- c. Materially and adversely affects the performance of an obligation;
- d. Are beyond the reasonable control of the affected Party;
- e. Such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care;
- f. Do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder;
- g. Which, by itself or consequently disables either party to perform its respective obligations under this agreement.
- h. "Force Majeure Event" includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in RFP:
- i. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the FACILITY MANAGEMENT/AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES
- j. Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage affecting the FACILITY MANAGEMENT/AIRPORT / SERVICES / MANPOWER / VEHICLE SERVICES
- k. Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the FACILITY MANAGEMENT/AIRPORT SERVICES / MANPOWER / VEHICLE SERVICES, unless the source or cause of the explosion, contamination, radiation or hazard happens due to any act of the service provider or any Affiliate of the service provider or any Contractor of the service provider or any of their respective employees, servants or agents;
  - l. Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the FACILITY MANAGEMENT/AIRPORT SERVICES/MANPOWER/VEHICLE SERVICES;
- m. Any effect of the natural elements, including epidemic or plague, lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, affecting the FACILITY MANAGEMENT/AIRPORT SERVICES /MANPOWER/VEHICLE SERVICES;
- n. Explosion (other than a nuclear explosion or an explosion resulting from an act of war) affecting the FACILITY MANAGEMENT/AIRPORT SERVICES



- /MANPOWER/VEHICLE SERVICES not because of the negligence of the agency.
- o. Any even or circumstances of a nature analogous to any events set forth in paragraphs (a) to (g) of this Clause.

#### **1. Procedure for Force Majeure**

- a) If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail:
- b) That the Force Majeure Event(s) that has occurred;
- c) The obligation(s) affected
- d) The dates of commencement and estimated cessation of such event of Force Majeure;
- e) The manner in which the Force Majeure event(s) affect the Party's ability to perform its obligation(s) under this Agreement.
- f) The nature and extent of relief sought if any. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
- g) The affected Party shall have the right to suspend the performance of the obligation(s) affected, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with sub- Clause 14.4.1 above. The affected party, to the extent rendered unable to perform its obligations or part thereof under this Agreement, as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.
- h) The time granted for performance of any obligation or compliance and for the exercise of any right by the Party affected by Force Majeure Event, shall be extended over the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before them event of Force Majeure Event.
- i) Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.
- j) The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, all the Parties to this Agreement shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Clause regarding dispute settlement.

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

## **X. MITIGATION**

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

## **XI. DEFAULT AND TERMINATION**

### **a. Agency - Event of Default**

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

- b. Any breach, including but not limited to the events specified hereunder by the Agency of its obligations under this Agreement, and such breach if capable of being remedied, is not remedied within a period mentioned in the written notice issued by Authority specifying such breach and requiring the Agency to remedy the same;

Any representation or warranty of the Agency herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Agency is at any time hereafter found to be in breach thereof;

Suspension by the Agency of the performance of the obligations under this Agreement for a period exceeding 7 consecutive days (except during the subsistence of a Force Majeure Event);

- c. Failure by the Agency to operate and maintain the FACILITY MANAGEMENT/AIRPORT/MANPOWER/VEHICLE SERVICES agreement in accordance with the Applicable Laws or committing a default of its obligation as provided;
- d. Failure of the Agency to comply with the conditions of operational efficiencies mentioned.
- e. Failure of the Agency to maintain insurance(s) as required in terms
- f. The Agency is ordered to be wound up by a court; filing of a petition for voluntary winding up by the Agency, or levy of an execution or restraint on the Agency assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Agency by a court of competent jurisdiction;

- g.** The Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Agency or for the whole or material part of its assets that has a material bearing on the FACILITY MANAGEMENT / AIRPORT / MANPOWER / VEHICLE SERVICES contract;
- h.** The Agency has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
- i.** The Agency doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits
- j.** Non-compliance of Equity lock-in provisions set forth in the bid document
- k.** Failure to start operations from the commencement date
- l.** Commits a breach of its any obligations as contained in this agreement.
- m.** The authority have the right to terminate this agreement is the agency is not fulfilling the terms and conditions of the agreement

## **XII. TERMINATION**

- a.** Without prejudice to any other rights or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an Agency Event of Default or a Authority Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party (the "Notice of Intention to Terminate"). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to represent against such notice to the non-defaulting Party who will consider the representation and assess if the default can be and or should be permitted to be cured. If not satisfied it may terminate this Agreement by issuance of a termination notice (the "Termination Notice"). In case the breach or the default can be cured and the non-defaulting party considers it appropriate to allow curing of the default it will give such period as it may consider appropriate to cure, failing which the non-defaulting party may terminate the agreement by issuing a termination notice.
- b.** Save and except as otherwise provided in this agreement and without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of any breach by the Agency under this Agreement including any Event of Default, the Authority shall be entitled to appropriate part or whole of the commitment Security and to terminate this Agreement by a communication in writing (the "Termination Notice") to the Agency, if it has failed to cure such breach or default within the period provided for in the same notice.

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### **XIII. DISPUTE AND ITS RESOLUTION**

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

- **Amicable Resolution**

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

### **XIV. DISCLOSURE**

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

### **XV. GOVERNING LAW AND JURISDICTION**

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

### **XVI. MISCELLANEOUS**

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

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

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

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

## **XVII. SURVIVAL**

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

## **XVIII. NOTICES**

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

## **XIX. SEVERABILITY**

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

**XX. NO PARTNERSHIP**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

**XXI. LANGUAGE**

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

**XXII. EXCLUSION OF IMPLIED WARRANTIES**

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

**XXIII. COUNTERPARTS**

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

**XXIV. CONDITION PRECEDENCE**

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

SIGNED SEALED AND DELIVERED

**For and on behalf of**

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

**By**

\_(Signature)

\_(Date)

\_(Place)

ANDHRA PRADESH AIRPORT DEVELOPMENT CORPORATION LIMITED, Vijayawada-  
521456.

Phone:\_\_\_\_\_

Fax: \_

\_(Name)

\_(Designation)

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RFP: Facility Management & Airport Services/ Manpower/ Vehicle Services at Kurnool Airport  
SIGNED, SEALED AND DELIVERED

INCAP

**For and on behalf of AGENCY by:**

\_(Signature)

\_(Name)

\_(Designation)

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**ANNEXURE-I****ACCEPTANCE LETTER****To****Vice Chairman & Managing Director, INCAP****ACCEPTANCE OF AUTHORITY'S TENDER CONDITIONS**

The tender documents for the work "**Facility Management/Airport SERVICES /Manpower/Vehicle services**" have been sold to me/us by Authority and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us by Authority, Kurnool Airport which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

1. I/We hereby unconditionally accept the tender conditions of Authority tender documents in its entirety for the above work.
2. The contents of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and Authority I shall without prejudice to any other right or remedy be at liberty to forfeit the **10% of earnest money**.
3. **'That, I/We declare that I/ We have not paid and will not pay any bribe to any officer of Authority for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of Authority asks for bribe/ gratification, I will immediately report it to the Appropriate Authority'.**
4. The required earnest money as specified in NIT for this work has also been submitted.

Yours Faithfully

Date: (Signature of the tenderer)

ANX-



**ANNEXURE-II**

**LETTER OF UNDERTAKING**

M/s\_ hereby undertake the following

- a) We are registered under GST and in compliance with GST Provision.
- b) In case of non-compliance of GST provisions and blockage of any input credit, We shall be responsible to indemnify AUTHORITY.
- c) That all the input credits have been passed on to AUTHORITY by us.

Under signed by Name:-Signature/Seal:-

ANX-

**ANNEXURE – III****Schedule of Quantities**

Terms and Conditions of Aerodrome License States “The License shall ensure that an adequate number of qualified and skilled personnel are employed to perform all critical activities for the operation and maintenance of its aerodrome and that a programme to upgrade the competency for the personnel in place”

Kurnool Airport being Greenfield Airport requires establishing of system. The License shall ensure that aerodrome facilities, equipment services and procedures are operated and of maintained properly and efficiently the applicable standards set out in CARS and as per the Aerodrome Licensing Terms.

In view of schedule flight operations of Airlines to / from Kurnool Airport, Manpower deployment has to be maintained as per the requirement on all seven Days of the week. There are certain facilities and services that require manning 24x7 services for 3 years.

<b>SI.NO</b>	<b>Description of Manpower/Airport Services/Manpower/Vehicle Services</b>	<b>Requirement</b>	<b>Justification</b>
1	Duty Manager, Terminal Operations	01	Duty Manager Terminal Ops is responsible for overall Management of Terminal Operations for Arriving and Departing Passengers, Handling Grievances, Handling of Unruly Passengers, Loss and Theft Cases, Terminal Evacuation in case of any Fire, Initiating and implementing of SOPs on Bomb Threat Call, Ensuring compliances w.r.t DGCA & BCAS guidelines through support team mentioned at Sl No. 3, Inspection & Audit of Regulators. In addition Handling of VVIP/VIPs movements, State Protocol, Ambience and Cleaning of PTB (SHA Area, Security Area, Check In, BMA, BBA, Arrival Area, Alighting Point, Assisting in Handling Queries and maintaining of protocol and creating and maintain of Database for Proactive Measures.
2	Safety Officer	01	Mandatory Requirements to ensure Statutory Compliances and Overseeing Functions.

3	Terminal Operations Staff, Protocol & Guest Relations	04	These personnel will assist Duty Terminal Manager in ensuring above functions and also assist in facilitation of Meet & Greet, Reception, Media Facilitation during Aircraft Emergency/Incident. Above functions are 04 essentials as per Regulatory Guidelines of DGCA/BCAS etc.
4	Housekeeping Staff Terminal Building/ Authority Building/ AUTHORITY/ ATC/ MET/ Police/ Watch Towers, etc.,)	14	APSU 03 members :For cleaning and maintaining ambience of Police Barracks, Armory, 08 Nos. of Security Watch Towers, Airside Entry Gates, adjoining areas and approach roads to that area. These people will be exclusive for the APSU keeping Security Scenario in view. Passenger Terminal Building 08: PTB is considered as Face of the Airport and accordingly the overall ambience, cleaning and maintaining of Hygiene is the minimum requirements. During the Arrival and Departure of flights manning of Toilets in All the areas (SHA, Arrival, Check-in Area after cleaning is the globally recommended practices). ATC Tower, ATC Building, Administrative Building, ESS, Pump Room- 03: These personnel will be deployed in day to day cleaning, maintaining of Airport Ambience upto the inspection level. There are Five Floors in ATC Building, Three Floors in Administrative Building and complete Facilities inclusive of NDB areas for these 04 members.
5	Assistants for Authority	02	APD office and Central Data Management on all activities, records, inward, outward etc.
6	Security Pass section	1	To assist in implementing of Access Control System at Kurnool Airport through issuance of AEP, Labour Passes, Daily Passes, ADP/AVP Passes etc and maintain of Records for BCAS and other Regulators, Inspection and Audit
7	Assistants for ATC Tower, ATM & CNS of AUTHORITY	02	Essential Requirements raised by AUTHORITY
8	Assistants for MET	01	Essential Requirements raised by IMD

9	Assitants for AP Police	02	The AP Police personnel will be positioned at Police barracks which were located near to perimeter wall. To assist them barracks' dining hall for their daily activities. Essential for cooking food for Police personnel (Breakfast, Lunch & Dinner) and maintenance of Utensils, Ration Store, Cookhouse etc..
10	Bird Scarers + Supervisor	11	Bird Watchers/Scarers required being deployed at least 1 hour prior to schedule arrival and departure of schedule flights on the Runway Strip to ensure corrective measures in place to avoid any Bird Strike at Kurnool Airport. Any Bird Strike is a reportable incident to DGCA. These bird scarers will be deployed with customized crackers on every 400 meters either side to a complete stretch of 2000 meter of runway and also according to the bird activity. They will also record bird details (Height, Direction, Type of Birds, Time etc.) for Data Management and Proactive Measures implementation for further action by the APD.,1
11	Assistants for ARFF	02	Maintain of ARFF Category at an Airport as per the defined Category is mandatory as per the Civil Aviation Requirements (DGCA CAR) & ICAO Annex-14. These personnel will help in maintain ARFF Vehicle through cleaning. Also cleaning of ARFF Rescue Equipment on day to day basis. Further they will assist in providing all kind of external support during any aircraft emergency, incident by filling of Foam Compound and other as per operational requirements and need

12	GCM & Flipper Operators	06	<p>Airfield Maintenance plays a vital role in ensuring safe and smooth operations at an airport. Grass height required to be maintained 6 to 8 inches as per the ICAO norms. This is a continuous task and necessitates ensuring recommendation of ICAO &amp; DGCA. These personnel will be deployed on Runway (2000 meters, Pre-threshold Areas of 120 meters and in RESA to ensure compliances through Airside Duty Manager). They will also be deployed on Two Taxiways (A &amp; B), Apron and Isolation bay on daily basis.</p> <p>Airfield Maintenance plays a vital role in ensuring safe and smooth operations at</p>
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			<p>an airport. Grass height required to be maintained 6 to 8 inches as per the ICAO norms. This is a continuous task and necessitates ensuring recommendation of ICAO &amp; DGCA. These personnel will be deployed on Runway (2000 meters, Pre-threshold Areas of 120 meters and in RESA to ensure compliances through Airside Duty Manager). They will also be deployed on Two Taxiways (A &amp; B), Apron and Isolation bay on daily basis</p> <p>Approaches of Runway 10/28 will also be maintained through deployment on need basis. Perimeter Road towards 10 side required to be manned during aircraft movement as per the suggestion of DGCA. Personnel will also be deployed for the above purpose.</p>
13	Data Entry Operators (Finance/Accounts, Operations, APD, Security and Police)	04	<p>As Airport is Licensed and presently hold only provisional AD License. ----- has to maintain all facilities and apply for Renewal of AD License 2 months prior to the present expiry i.e., 14 July 2021.</p> <p>Data Management is a vital in respect of Renewal and for any scheduled/surprise inspection. Various Non-Schedule operations of aircraft will take place and at every landing invoices for Landing/Parking/Housing Charges required to be raised in Triplicate Records for the same for Audit point of perspective and timely filing of various returns to DGCA/BCAS will help in adherence to their guidelines.</p>
14	Pest control agents	01	<p>As the Airport located in a rocky terrain, various rodents and reptiles and pests are observed frequently. To maintain passenger and staff safety, regular pest control is to be monitored.</p>

## Vehicle Requirements and Justification:

1	Bolero Jeeps or any equivalent vehicles with drivers, for Airport Security Unit and Airport Operations for 24X7 deployment	04	Aviation Security at an airport is the responsibilities of ASG/APSU through Airport Operator. At Kurnool Airport responsibilities of AVSEC has been assigned to State Police initially and later by the APSPF. Initial establishment of system will be required more and more indulgent to ensure smooth and unhindered operations at Kurnool Airport. QRT-02: Airside and City Side, Main and Alternate in case of actual scenario of Security Threats. CASO: 01 Inspector In charge: 01.
2	Bolero Jeep or any equivalent vehicle for AUTHORITY (ATC/CNS team), with driver, for 24X7 deployment.	02	2 Vehicles have been essentially proposed by the AUTHORITY
3	Bolero Jeeps or any equivalent vehicles for Authority, with drivers, for 24X7 deployment.	02	Bolero Jeeps or any equivalent vehicles for Authority, with drivers, for 24X7 deployments.
4	Toyota Innova Crysta or equivalent 7-seater for Authority VIP/ officer's movement, with Driver, for 24X7 deployment.	02	To Cater various VIP/VVIP commitments and also for providing vehicles to the Pilot in command for submission of Flight Plan, RNFC and etc. Also to Cater Regulators visit (DGCA/BCAS, Higher officials etc.), APD attending of various meetings outside the Kurnool and meeting operational needs.
5	Bolero or equivalent Camper type vehicle for Authority without Driver, for 24X7 deployment.	02	Operations Vehicle, Bird Scaring Deployment, Runway, Taxiway, Perimeter and adjoining areas Inspection, etc. is operationally essentially required as per the DGCA guidelines.

Others			
1	Passenger Trolleys	50	Passenger trolleys are used for Departure/arrival passenger movement.
2	Uniform	For 52 Persons	Uniform is mandatory for Airport Operations Staff
3	Towing Tractors	2	As per Authority requirement



