Request for Proposal

Project Construction Agency for Infrastructure development works of ANDHRA PRADESH MEDTECH ZONE

Andhra Pradesh Med Tech Zone Ltd.
Hill No. 2, IT Park, VSEZ, Madhurwada, Visakhapatnam, Andhra Pradesh – 530045, INDIA

VOLUME - I

Project Management Consultants

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DISCLAIMER

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit their financial bid. Andhra MedTech Zone Limited (AMTZ) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit the proposal. The designs, drawings, technical data and any other information provided in this RFP is indicative and neither AMTZ nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender document.

Neither AMTZ nor its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to Project.

This RFP is provided for information purposes only and upon the understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.

The information and statements made in this RFP have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

AMTZ makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document.

AMTZ reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders. No part of this RFP and no part of any subsequent correspondence by AMTZ, its employees, officers or its consultants shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the Authority to enter into and approve such agreements.

AMTZ reserves the right to reject all or any of the Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever.

All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. AMTZ may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against AMTZ nor its employees, officers nor its consultants.
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This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with clause 2.12.

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Section 1  Introduction

1.1  Background

1.1.1  The Department of Health and Family Welfare, Government of Andhra Pradesh has proposed to develop a 270.71 acre, Medical Device Manufacturing Park. The park would have 200 manufacturing units of size 3.0, 2.0 acre, 1.0 acre, 0.5 acre, 0.25 acre as per Final Master Plan and a set of Common Scientific facilities for manufacturing of Electronic, Electrical, Electro- medical, Radiological and Biomaterial medical devices. The required basic infrastructure for industry facilitation will be developed by the Government. While the manufacturing units shall be leased out, Common Scientific facilities shall be build by AMTZ and operated by Service Provider. Government visualizes establishing state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.

1.1.2  Andhra MedTech Zone Limited (AMTZ) is an entity under the Department of Health and Family Welfare, primarily for administrative management of the Zone. AMTZ has been allocated the 270 acres land plot for this purpose.

1.1.3  As part of this endeavor, the AMTZ (the “authority”) has decided to undertake the infrastructure development works required for the purpose of the Project through an Project Construction Agency (the “PCA”) Contract, and has decided to carry out the bidding process for selection of a contractor to whom the Project may be awarded. AMTZ has engaged Voyants Solutions Private Limited (VSPL) as the Project Management Consultants (PMC) for the Project and have entrusted the responsibility of Bid Process Management for the Selection of PCA for Phase I of the Project.

1.1.4  The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.5  The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).
1.2 Schedule of bidding process

The Authority shall attempt to adhere to the following schedule for Bidding Process:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFQ cum RFP</td>
<td>3rd Oct 2017</td>
</tr>
<tr>
<td>Pre Bid meeting &amp; last date for receipt of queries</td>
<td>11th Oct 2017</td>
</tr>
<tr>
<td>Financial &amp; Technical Bid submission date</td>
<td>25th Oct 2017</td>
</tr>
<tr>
<td>Evaluation of Responses/bids</td>
<td>25th/26th Oct 2017</td>
</tr>
</tbody>
</table>

*In case, any of the above dates are revised, it shall be informed to bidders through notification/addendum.

All correspondence regarding the Tender shall be done at the following address:

Voyants Solutions Pvt Ltd  
C/o Andhra Pradesh Med Tech Zone Limited  
Hill No. 2, IT Park, VSEZ, Madhurwada  
Visakhapatnam - 530405

Contact Person: Project Leader  
Email id: amtz@voyants.in  
Phone No.: +91 - 7382665086
Single Stage, Two Bid Tenders (Technical bid and Price bid) are invited by Voyants Solutions Private Limited on behalf of Andhra Pradesh Med Tech Zone Limited, Visakhapatnam from interested bidders for “Project Construction Agency (PCA) Contract for Infrastructure development works (Phase I) at AMTZ, Visakhapatnam”.

1. Estimated cost of work : Rs. 400 Crores

2. Time for Completion : 18 months, with extension of 3 months;

3. Earnest Money Deposit : Rs. Forty Lakhs (40,00,000/-) by way of DD in favour of Andhra Pradesh MedTech Zone Limited. The EMD is refundable within 90 days except in case of the successful bidder

4. Cost of Tender Document : Rs. 100000.00 (Rupees One lac only) in the form of Demand Draft / Online Payment (non-refundable) by a Scheduled Bank drawn in favour of Andhra Pradesh Med Tech Zone Limited, payable at Vishakapatnam. Tender shall not be considered without cost of Tender.

5. Validity of tender : 180 days from the date fixed for receiving the tender

Minimum Qualifying Criteria:-

The Firm/ Company/ Consortium, as the case may be (hereinafter referred to as the “Bidder“), shall fulfill following Minimum Qualifying Criteria:

1) Technical Eligibility:

The Bidder should have, undertaken and successfully completed the Eligible Assignments (specified in the RFP) during the last 10 (ten) years ending on last day of the month immediately preceding the month in which applications are invited. In case of a Consortium combined experience in the Eligible Assignments shall be considered in the manner and to the extent as provided in the RFP.

- In case of a Consortium, the participation will be restricted to three entities. The Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed the at least One (1) Eligible Assignments as stated below during the last 10 (Ten) years. The other two members of the Consortium should have collectively completed two (2) Eligible Assignments as mentioned below during the last 10 (Ten) years ending on the last date of the month immediately preceding the month in which applications are invited.
2) Financial Eligibility:

The Bidder shall have the minimum annual Turnover of INR 500 crores (Rupees Five Hundred Crores) in each of the last three (3) financial years. In case of a Consortium, the lead member should meet 51% of the minimum Turnover and the other two members should fulfill the remaining turnover requirement such that total cumulative Turnover shall be at least INR 500 crores. The Bidder shall not have made any losses during the past three years.

Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “Eligible Assignments” at value of INR 400 Crores (Rupees Four Hundred Crores) undertaken and successfully completed Construction of the required category of Works Infrastructure and Building works including Internal and External Services during last 10 (Ten) years ending on the last date of the month immediately preceding the month in which bids are invited.

The Project should be conforming to the following category:

- Industrial Parks/Special economic zones/Ports/ Metro/Airports.

Note:

a) Tender documents are to be downloaded from AMTZ’s web site by the Bidder. The Bidder is responsible to download all the Addendums/ Amendments/ Errata/ Replies to the queries of the Bidder, etc., if any, issued by the Authority, from above web site before submission of the tender. Any shortfall in submission of the said Addendums/ Amendments/ Errata/ Replies to the queries of the Bidder, etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in technical bid shall be rejected outright.

b) The Bidder should go through the RFP documents, tendering process and refer the procedure stipulated for bidding.

c) The tender shall be submitted strictly in accordance with the instructions to the bidder and terms and conditions given in the RFP documents.
Section 2  Instructions to Bidders

2.1 General terms of Bidding

2.1.1 The Bidders are invited to participate in the Bidding Process for the “Project Construction Agency (PCA) Contract for Infrastructure development at AMTZ, Visakhapatnam” with their technical and financial Bids/ offers (the “Bid”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date specified in Clause 1.2 hereinabove.

2.1.2 Bids will be invited and amongst the technically qualified bidder, whoever quotes the least overall cost (the “Bid Price”) will be considered as the Successful Bidder. The total time allowed for completion of construction and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project will form a part of the Bidding Documents (Schedule I). Upon selection of the Successful Bidder the Authority will issue the Letter of Award (“LoA”) and the Successful Bidder will have to execute a draft agreement in the format as is provided in Appendix III with the Authority.

2.1.3 Detailed description of the objectives, Scope of Work, deliverables and other requirements are specified in this RFP. In case an applicant firm/company possesses the requisite experience and capabilities required for undertaking the required works it may participate in the Selection Process either individually (the “Sole Firm/ Company”) Consortium of firms/companies (the “Lead Member”) in response to this invitation. The term applicant (the “Bidder”) means the Sole Firm/ Company or the Lead Member, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.4 Bidders are advised that the selection shall be on the basis of an evaluation by AMTZ through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that AMTZ’s decisions are without any right of appeal whatsoever.

2.1.5 The Bidder shall submit its Bid in the form and manner specified in this Section of the RFP. The Technical Bid shall be submitted in the forms at Appendix I and the Financial Bid shall be submitted in the form at Appendix II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Appendix III.

2.1.6 The Bid shall be furnished in the formats exactly as defined in Appendix I &II, and signed by the Bidder’s authorized signatory.

2.1.7 No Bid shall be considered which is not accompanied by an Earnest Money Deposit (EMD) of Rs. 40,00,000/- (Rupees Forty Lakhs Only) only by way of Demand Draft in favor of Andhra Pradesh MedTech Zone Limited, Visakhapatnam. The EMD of unsuccessful Bidder will be returned as promptly as possible, but not later than 90 days after the bid submission date. The EMD in respect of Successful Bidder may be forfeited, if it fails to enter into a contract or furnish the necessary Performance Security within 15 days from the date of LoA. The EMD of the Successful Bidder will be released after furnishing of the necessary Performance guarantee. The performance guarantee shall be 10% of the Accepted Contract Amount with a minimum of Rs.2.00 Crore as Demand Draft and balance in the form of Bank Guarantee.

2.1.8 The Bidder is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labor, quarry
The Bidders shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Bid.

2.1.10 The Bidder and or his authorized representatives will be granted permission to visit the site for the purpose of inspection on the specified date. The Bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his authorized representatives or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Bidder will be liable to indemnify the Authority against any loss or damage to the property of the Authority or neighboring property which may be caused due to any act of the Bidder or his authorized representatives.

2.1.11 Bidder shall bear all costs for preparation and submission of his Bid. Authority will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of Bid. The responsibility to download all relevant information fully lies with the prospective Bidders who have downloaded the RFP documents and these shall form part of RFP documents.

2.1.12 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable for rejection as a non-responsive Bid.

2.1.13 The Bids, and all correspondence and documents related to the Bids shall be written in the English language.

2.1.14 References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent

2.1.15 If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) by client & shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done.

2.1.16 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for Preparation and submission of their Bid. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.

2.1.17 A Bidder shall be liable for disqualification and forfeiture of EMD, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the

(i) Issue of the LoA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LoA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LoA or the Agreement and without Prejudice to any other right or remedy, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LoA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the
2.1.18 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the eligibility criterion as mentioned in Clause 2.2.

2.1.19 The RFP is not transferable.

2.1.20 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the Bid, either individually or as member of a Consortium. The Bidder shall provide an undertaking to that effect.

2.1.20.1 A Bidder must furnish its details in the format as provided in Form 1A of Appendix I of this RFP.

2.1.20.2 A Bidder including any Member in case the Bidder is a Consortium should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member. The Bidder shall provide an undertaking to that effect.

2.1.20.3 The Bidder including any Member of a Consortium should provide details of all their on-going projects along with stage of litigation, if so, against the Authority/ Governments.

2.1.20.4 The Bidder including any Member of the Consortium should also provide details of on-going process of blacklisting if so, under any contract with Authority/Government.

2.1.20.5 The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clause 2.8.2. The decision of the Authority in this case shall be final.

2.1.21 The Bidder shall submit schedules providing overall approach towards project execution including information such as construction details/ sequencing, employees intended to be deployed on the Project and the equipment’s intended to be utilized for the Project. The aforesaid schedules shall contain information as provided in Appendix I of this RFP and the overall information shall not exceed 15 pages.

2.1.22 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

2.1.22.1 Number of members in a Consortium shall not exceed 3 (three);

2.1.22.2 Subject to the provisions of clause above, the Bid should contain the information required for each Member of the Consortium;

2.1.22.3 Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nominated Lead member shall remain unchanged during the entire period of project execution including the Defects Liability Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form _4 of Appendix-I, signed by all the other Members of the Consortium.

2.1.22.4 The shareholding commitments of all the members of the Consortium shall be such that the Lead Member should hold at least 51% of the paid up and subscribed equity of the
2.1.22.5 The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;

2.1.22.6 The prescribed equity stake, roles and responsibilities of the nominated Lead Member shall remain unchanged during the entire course of project execution including the Defects Liability Period.

2.1.22.7 An individual Bidder cannot at the same time be member of a Consortium applying for this Bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for this bid;

2.1.22.8 All members of the Consortium shall have entered into a binding Consortium Agreement, substantially in the form specified at Form 10 of Appendix I (the “Consortium Agreement”), for the purpose of making the Bid and submitting a Bid in the event of being pre-qualified. The Consortium Agreement, to be submitted along with the Application, shall, *inter alia*:

2.1.22.8.1 convey the intent to form a Consortium Company under the Companies Act, 2013 with shareholding/ ownership equity commitment(s), which would enter into the PCA Agreement and subsequently carry out all the responsibilities as the “Contractor” in terms of the PCA Agreement, in case the Project is awarded to the Consortium;

2.1.22.8.2 convey the commitment(s) of the Lead Member in accordance with this RFP, in case this contract is awarded to the Consortium; and clearly outline the proposed roles & responsibilities, if any, of each member;

2.1.22.8.3 commit the approximate share of work to be undertaken by each member;

2.1.22.8.4 include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Contract or in relation to the Project until the completion of the Project (the “Defects Liability Period”) is achieved in accordance with the PCA Contract; and

(i) Except as provided under this RFP, there shall not be any amendment to the Consortium Agreement.

2.1.23 Only Indian firms are allowed to participate. Indian firm should be without any foreign shareholding.

2.1.24 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.25 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.2 **Eligibility & Qualification Requirement of Bidder**

To be eligible for award of contract the Bidders shall provide evidence, satisfactory to the Authority of their eligibility and of their capability and adequacy of resources to carry out the
2.2.1 Technical & Financial Eligibility

The Firm/Company/Consortium, as the case may be (hereinafter referred to as the “Bidder”), shall fulfill following Minimum Qualifying Criteria:

2.2.1.1 Technical Eligibility:

The Bidder should have, undertaken and successfully completed the Eligible Assignments (specified in the RFP) during the last 10 (ten) years ending on last day of the month immediately preceding the month in which applications are invited. In case of a Consortium combined experience in the Eligible Assignments shall be considered in the manner and to the extent as provided in the RFP.

2.2.1.2 In case of a Consortium, the participation will be restricted to three entities. The Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed the at least One (1) Eligible Assignment as stated below during the last 10 (Ten) years. The other two members of the Consortium should have collectively completed two (2) Eligible Assignments as mentioned below during the last 10 (Ten) years ending on the last date of the month immediately preceding the month in which applications are invited.

2.2.1.3 Financial Eligibility:

The Bidder shall have the minimum annual Turnover of INR 500 crores (Rupees Five Hundred Crores) in each of the last three (3) financial years. In case of a Consortium, the lead member should meet 51% of the minimum Turnover and the other two members should fulfill the remaining turnover requirement such that total cumulative Turnover shall be at least INR 500 crores.

2.3 The bidder should have a minimum solvency of Rs. 500 crores certified by his Bankers. The same to be submitted in the format specified in Form 11 of Appendix I.

2.4 The Bidders will be qualified only if they have minimum financial capabilities as below:

a. Liquidity:

1. It is compulsory that firm can withstand cash flow that the contract will require until payment received from the employer. Liquidity therefore becomes an important consideration.

2. This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (Form 12 of Appendix I), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of INR. 500 crores for this contract, net of applicant’s commitments for other Contracts.

3. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant. The banking reference should be from a Nationalized Bank in India and it should not be more than 3 months old as on date of submission of bids.

4. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

b. **Profitability:** Profit before Tax should be Positive in at least 3 (three) years, out of the last five audited financial years.

c. **Net Worth:** Net Worth of tenderer during last audited financial year should be >INR 400.crores.

Notes:

i. Financial data for latest last five audited financial years (2016-17, 2015-16, 2014-15, 2013-14, 2012-13) has to be submitted by the Bidder in Form 12 of Appendix I along with audited balance sheets.

ii. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number.

iii. In case audited balance sheet of the last financial year (2016-17) is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘4’ audited financial years (2015-16, 2014-15, 2013-14, 2012-13) will be taken into consideration for evaluation.

iv. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

v. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

d. **Bid Capacity Criteria**

1. The Bidders will be qualified only if their available bid capacity is more than Rs 400.0 Crores (Rupees Four Hundred Crores). Preference will be given who has done both:
   a. Design Built
   b. Item Rate

2. Available bid capacity will be calculated based on the following formula:

   \[ \text{Available Bid Capacity} = 2 \times A \times N - B \]

Where,

1. \( A \) = Maximum of the value of construction works executed in any one year during the last 5 financial years (2016-17, 2015-16, 2014-15, 2013-14, 2012-13), updated to last date of month previous to the one in bid is submitted, assuming 7% escalation per annum for Indian Rupees per year.
2. N = No. of years prescribed for completion of the work
3.
4. B = Value of existing commitments from last day of month previous to the one in which bids are submitted for on-going construction works

2.5 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following project shall be deemed to be the “Eligible Assignments”

Eligible assignment shall be, each of a minimum value of INR 400 Crores (rupees four hundred crores) undertaken and successfully completed construction of the required category of works infrastructure and building works including internal and external services during last 10 (ten) years ending on the last date of the month immediately preceding the month in which bids are invited. The eligible project to be among the following categories:

**Industrial Parks/Special economic zones/Ports/Metro/Airports.**

2.6 Technical Bid Prerequisites

Following documents / certificates shall be submitted along with the Technical Bid, without which the Technical Eligibility as well as Financial Eligibility will not be evaluated.

I. Covering Letter in the format prescribed in Form 2 of Appendix I.

II. EMD amount indicated above payable by way of Demand Draft in favour of “Andhra Pradesh Med Tech Zone Limited”.

III. Copy of Certificate of Incorporation along with Memorandum of Articles of Association in case Bidder is Company or copy of registered partnership deed in case the Bidder is a partnership firm. In case of a Consortium the aforesaid documents for each member of the Consortium shall be submitted.

IV. Copy of Sales Tax Registration

V. Copy of GST Registration

VI. Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies.

VII. Undertaking on Litigation History, Non Performance of works, Blacklisting / Debarring from Government of Andhra Pradesh or by any other state government/ corporations/ department of Government of India.

VIII. Proof of Liquid Assets in the form of Solvency Certificate not more than 6 months preceding the Bid Due Date for a value of Rs. 500 crores in Form 11 of Appendix I.

IX. Details of adequate credit arrangement for proper financial management of the work.

X. Power of Attorney authorizing the signatory to execute the Bid Documents including submission of the Bid in the format as given in Form 3 of Appendix I.

XI. In case of Consortium, a Power of Attorney from the members of the Consortium in favour of the Lead Member authorizing the Lead Member to submit the Bid on their behalf in the format as provided in Form 4 of Appendix I.

XII. Audited Annual Accounts of the Bidder (of each Member in case of a Consortium)
for the last 5 (five) financial years preceding the year in which the Bid is submitted. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Accounts for 5 (five) years preceding the year for which the Audited Annual Accounts are not being provided.

XIII. Details of the Turnover of the Bidder (of each of the member in case of a Consortium during the last five financial years in the format as provided in Form 5 of Appendix I.

XIV. Details of experience and past performance of the Bidder in respect of Eligible Assignments within the past 10(ten) years in the manner as provided in Form 6 of Appendix I and details of current works in hand and immediate work in the manner as provided in Form 6 of Appendix I.

XV. Details of major construction and equipment available with the contractor shall be submitted in the format prescribed in Form 8 of Appendix I.

XVI. Details of qualification and experience of the key personnel’s available with their organization shall be submitted in the format prescribed in Form 9 of Appendix I.

XVII. In case of Consortium, Consortium Agreement on a 100 Rs Stamp Paper with jointly and severally liability clause along with clear responsibilities of the members in the format as provided in Form 10 of Appendix I.

XVIII. In case of RTGS for Bid document Cost, please enclose copy of payment advice along with UTR number.

Only the Bidders who meet the minimum eligibility criteria shall be evaluated further.

2.7 EVALUATION CRITERIA:

Technical Proposal ----------------------------------------------------------100 marks

(The Bidder who score 75% or above marks in the Evaluation Criteria marking shall be eligible for opening of Financial proposals)

The Bidder’s qualifying the Prequalification Criteria above shall be evaluated for the following criteria by scoring method on the basis of details furnished by them

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Attributes</th>
<th>Maximum Marks</th>
<th>Marks Breakup</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>FINANCIAL CAPABILITY (15 MARKS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Average Annual Turnover</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Meeting minimum Eligibility criteria of no less than 400 crores</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Meeting twice the Minimum Eligibility criteria or more of greater than or equal to 400 crores</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Solvency</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Meeting minimum Eligibility criteria of no less than 400 crores</td>
<td>2.5</td>
<td></td>
</tr>
</tbody>
</table>
### B WORK EXPERIENCE (15 MARKS)

(a) One Completed work of 400 crores or above  
(b) One completed work of 800 crores or above

### C PERFORMANCE ON WORKS (TIME OVERRUN (TOR))(15 MARKS)

<table>
<thead>
<tr>
<th>(a)</th>
<th>If TOR = 1.00</th>
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</thead>
<tbody>
<tr>
<td>(i) Without levy of compensation</td>
<td>15</td>
</tr>
<tr>
<td>(ii) With levy of compensation</td>
<td>15</td>
</tr>
<tr>
<td>(iii) Levy of compensation not decided</td>
<td>15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(b)</th>
<th>If TOR = 2.00</th>
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</thead>
<tbody>
<tr>
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<td>10</td>
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<tr>
<td>(ii) With levy of compensation</td>
<td>5</td>
</tr>
<tr>
<td>(iii) Levy of compensation not decided</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(c)</th>
<th>If TOR = 3.00</th>
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<tbody>
<tr>
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<tr>
<td>(ii) With levy of compensation</td>
<td>0</td>
</tr>
<tr>
<td>(iii) Levy of compensation not decided</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(d)</th>
<th>If TOR &gt;3.5</th>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>(ii) With levy of compensation</td>
<td>-5</td>
</tr>
<tr>
<td>(iii) Levy of compensation not decided</td>
<td>0</td>
</tr>
</tbody>
</table>

TOR = AT/ST, where AT = Actual Time; ST= Stipulated Time.

**Note**: Marks for value in between the stages indicated above is to be determined by straight line variation basis.

### D PERFORMANCE ON WORKS (QUALITY))(15 MARKS)

| (i) Outstanding | 15 |
| (i) Very Good | 10 |
| (ii) Good | 5 |
| (iii) Poor | 0 |

Marks shall be allotted as above in B, C and D, subject to One work of any nature (either part of any of the three above or a separate one) costing not less than Rs.160 Cr with some Central/State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking has been completed by the tenderer.

### E TECHNICAL PERSONNEL (5 MARKS)  
5
## TECHNICAL COMPETENCY (30 MARKS)

### (a) Project Head/Resident Engineer/Project Manager/ G.M.

Projects with total experience more than 25 years, working continuously for a period of 10 years or more with the same organization and possessing minimum of bachelor’s degree in Civil Engineering Technical Personnel and shall be deployed for the project on site and should have handled min 1 work of 100 Cr.

| (i) Minimum one personnel | 1.25 |
| (ii) Two personnel and above | 2.5 |

### (b) Project Engineer with total experience more than 15 years, working continuously for a period of 7 years or more with the same organization and possessing minimum of bachelor’s degree in Civil Engineering and shall be deployed for the project on site

| (i) Minimum one personnel | 1.25 |
| (ii) Two personnel and above | 2.5 |

### Technical Competency

- Methodology and Sequencing [METHOD STATEMENT along with PowerPoint Presentation to the Technical Evaluation Committee (TEC)]

  The contractor shall identify the above said in detail in Form 17 of Appendix I Tentative Project Implementation programme.

  Additionally, a PowerPoint and documented presentation shall be made for evaluation to the Technical Evaluation Committee. The PowerPoint presentation should encompass the suggested points below, but may not be limited to the same:
  - Company Profile
  - Construction methodology in past projects
  - Core strengths of the tenderer
  - Past performance for on time completion
  - Method proposed for the fast track completion of this project
  - Ability to multi-sequence numerous sub-contractors
  - Information provided by companies shall be maintained in the strictest confidence throughout the selection process.
  - Case Study of One Qualifying Project.

  Each tenderer shall be permitted 45 minutes for their presentation, which will be followed by a question and answer session of 30 minutes.
  - Handouts if any shall be in A4 format.
  - The TEC may during review request additional information from the tenderer.

<table>
<thead>
<tr>
<th>F</th>
<th>TECHNICAL COMPETENCY (30 MARKS)</th>
<th>30</th>
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</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Methodology and Sequencing [METHOD STATEMENT along with PowerPoint Presentation to the Technical Evaluation Committee (TEC)]</td>
<td>20</td>
</tr>
</tbody>
</table>
If this is the case then the tenderer shall be permitted 7 calendar days to submit additional information.

(b) Innovations in Structure Design and Construction Methodology proposed for the project and successfully implemented earlier for fast track implementation

(c) In house team for Architecture, Structure and MEP Design and successfully rendered completed projects submitted in Qualifying projects

<table>
<thead>
<tr>
<th>G</th>
<th>COMPLETION CERTIFICATES FROM STATUTORY BODIES (5 MARKS)</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Completion Certificates of Similar Projects in Qualifying list from Statutory Bodies like Development Authorities, Municipal corporations, (other than Employers/ Owners/ Clients) – Fire NOC, EIA and Occupancy / Completion Certificate.</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>For Minimum One Project</td>
<td>2.5</td>
</tr>
<tr>
<td>(ii)</td>
<td>For More than One Project</td>
<td>5</td>
</tr>
</tbody>
</table>

2.8 General Conditions for Planning & Design

2.8.1 In case of non-availability of in-house capabilities in consultancy for any component of Engineering services or Architectural services, the Firms / Consultants will submit intention to engage/associate sub consultant/firms having domain specific specialization and submit the MOU/agreement with such specialized firms within fortnight of award of work. The Principle/Main Consultant shall engage/associate only those sub consultants/firms for consultancy of domain specific components, which have successfully provided consultancy work at least in two projects costing over all more than Rs.250 crore.

2.8.2 The bidder shall submit details of financial turnover of Firms / Consultant in relevant Forms of Technical bid, the details of all Consultancy work of consultancy services of similar nature completed by firm/ consultant during the last seven years, performance report of consultancy services and Structure and Organization details.

2.8.3 Firms / Consultants should set up their office in AMTZ office within 15 days of issue of LoA for proper functioning and coordination of work. The details of Team and Infrastructure required for PCA design office shall be as mentioned in the RFP.

2.8.4 The bidder should engage a Firm / Consultant (whether titled as an Architectural firm or Engineering firm) which shall provide comprehensive consultancy services in Project Conceptualization covering space utilization, functional relations, preparation of master plan and infrastructure design including obtaining its statutory and local bodies approval, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, etc. Consultant shall prepare and supply all the
2.8.5 The firm / consultant which should be an Indian consultancy firm and should have in-house architectural/Engineering capabilities with minimum experience of 10 years in the field of Consultancy.

2.8.6 The Firms / Consultants should have completed following Consultancy works during the last seven years ending previous day of last date of submission of bid:

2.8.6.1 Three Consultancy works of similar nature each involving built up plinth area of minimum 24,000 sqm,

or

2.8.6.2 Two Consultancy works of similar nature each involving built up plinth area of minimum 36,000 sqm,

2.8.6.3 One consultancy work of similar nature involving built up plinth area of minimum 48,000 sqm,

2.8.7 The consultancy works completed up to the previous day of last date of submission of bids shall be considered.

2.8.8 The Firms / Consultants should have an average annual Financial Turnover of minimum Rs 500 lakh for consultancy fee during immediate last three consecutive financial years. For this purpose, average of annual financial turnover shall be worked out for all the three years.

2.8.9 Firms / Consultants should have his own office in Visakhapatnam for proper functioning and coordination of work or will have to set up an office in Visakhapatnam during execution of consultancy work.

2.9 Change in ownership

2.9.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Consortium who’s Technical Capacity and/ or Financial Capacity was taken into consideration during the Technical evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder duly forfeiting the EMD. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall be
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entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.

2.10 Cost of Bidding

2.10.1 The overall master plan, scheme and engineering designs are arrived by Authority/consultant of Authority based on the feasibility studies conducted, and does not own any liability in this aspect, it is the entire responsibility of the Bidder to verify the scheme and design for the requirement based on the input and output quality parameters given in the tender document. It is therefore, responsibility of the Bidder to visit the site and assess the resources, in order to be more practical and competitive.

2.10.2 Not limiting to the Scope of Work and the Technical Specifications defined in this document, the Bidder has to ensure that he considers all the items that are required for the execution of the Project to ensure the desired results within the quoted price.
2.10.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.11 Site visit and verification of information

2.11.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.

2.11.2 It shall be deemed that by submitting a Bid, the Bidder has:

a) made a complete and careful examination of the Bidding Documents;

b) received all relevant information requested from the Authority;

c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in relevant clauses in the rfp. No claim shall be admissible at any stage on this account.

d) Satisfied itself about all matters, things and information including matters referred to in relevant clauses hereinabove necessary and required for submitting the Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in clauses hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Bidder;

f) Acknowledged that it does not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified and liable for forfeiture of the EMD or the Performance Security, as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i) the Bidder, its Consortium Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Consortium thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Consortium Member thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Consortium Member, as the case may be), in the other Bidder, its Consortium Member is less than 5% (five 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 section 4A of the Companies Act 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for
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computing the shareholding of such controlling person in the Subject Person; and
(bb) subject always to sub-clause (aa) 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 shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii) a constituent of such Bidder is also a constituent of another Bidder; or

iii) such Bidder, or any of its Consortium Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Consortium Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Consortium Member thereof; or

iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v) such Bidder, or any of its Consortium Member thereof has a relationship with another Bidder, or any of its Consortium Member thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or

vi) such Bidder, or any of its Consortium Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.11.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.12 Verification and Disqualification

2.12.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.12.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

a) At any time, a material misrepresentation is made or uncovered, or

b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the Consortium and each Member of the Consortium will be disqualified/rejected/blacklisted. If such disqualification/rejection/blacklisting occurs after the Bids have been opened and the lowest Bidder gets disqualified/rejected/blacklisted, then the Authority reserves the right to invite the second lowest bidder for negotiations. In the event second lowest bidder is unwilling to take up the Project at the negotiated price, Authority reserves the right to annul the Bidding Process and invite fresh Bids.
2.12.3 In case it is found during the evaluation or at any time before signing of the Agreement or during execution, subsistence thereof, the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LoA or entering into of the Agreement, and if the Selected Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

2.13 Bid Price

2.13.1 The lump sum price quoted by the Bidder being the Financial Bid shall include all the costs towards designing, Construction, supply & erection of electrical, mechanical and miscellaneous items executing and completing all the works as per defined Scope of Work including remediying any defects therein up to the end of the Two years (24 months) from the date of completion of the project.

2.13.2 The Bidder shall quote further breakdown of Lump sum costs in the billing schedule provided in Appendix II – Financial Bid.

2.13.3 The lump sum offer shall provide for all superintendence, labor, material, plant, equipment and all other things required for work including all taxes duties, royalties, and such other charges except for the exemptions provided for in the contract.

2.13.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, for all goods and services. A Bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.

2.13.5 For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only and payments shall be made in Indian currency only.

2.14 Clarification

2.14.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 2.1.13. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.14.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.14.3 The Authority may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be
binding on the Authority.

2.15 Pre-bid Meeting

2.15.1 Pre-bid meeting shall be convened at the designated date, time and place specified in Clause 1.2.

2.15.2 During the course of Pre-Bid meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.15.3 The Bidder is requested to submit any question online on email id specified in the RFP document before the last date and time of submitting queries as per the rfp. Any queries received after pre-tender meeting will not be accepted.

2.15.4 Minutes of the meeting including copies of the questions raised and responses given will be furnished expeditiously on AMTZ website. Any modification of the RFP documents, which may become necessary as a result of the pre-tender meeting, shall be made by the Authority exclusively through the issuance of an addendum and not through the minutes of the pre-tender meeting and shall be hosted on AMTZ website. The responsibility of downloading from AMTZ website fully lies with the Bidder.

2.16 Amendment of RFP

2.16.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.16.2 Any Addendum issued hereunder will be in writing and shall be uploaded to the AMTZ website.

2.16.3 In order to afford the Bidders a reasonable time for taking an Addendum in account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.17 Preparation and Submission of Bid

2.17.1 Format and signing of Bid

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

a) Technical Bid along with the documents/ information as provided in Clause 2.4 and Appendix I

b) Financial Bid in the format as specified in Appendix II.

2.17.2 The Bid shall be submitted in accordance with the Instructions to Bidders terms and conditions given in the RFP document. The Bidder should submit three sets of Hard Copies of Technical bid documents including blank tender document (without indication of quoted cost) and affixed with company’s seal on each page.

2.17.3 The bidder should submit the FINANCIAL BID in a separate sealed envelope along with the technical bid documents. The financial bid shall be opened only for those bids that qualify technically.

2.17.4 Bidders are particularly advised to fill in the details asked for, strictly in the prescribed forms. Bidders are liable to be rejected if relevant details are not furnished as per enclosed
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

formats and also which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his Bid any additional information that in his opinion will highlight his capability to perform.
2.17.5 The Bidder should note the following procedure carefully:-

a. The Bidder should quote his basic cost offer only in Financial Bid.
b. Bidder should not indicate his cost offer anywhere directly or indirectly in Technical Bid.
c. The Bidder should quote for the work as per Technical scheme and design and Scope of Work as specified in RFP documents.
d. The Bidders should ensure that their Bid is received by AMTZ before the expiry of the specified time limit.
e. No delay on account of any cause will be entertained for the late receipt of Bid.
f. Bid offered or received after the stipulated time limit will either not be accepted and if inadvertently accepted, will not be opened and shall be returned to Bidder unopened.
g. No page shall be added or removed from the set of tender document.

2.18 BidDueDate

2.18.1 Bid and Enclosures of Bid should be submitted on or before the Bid Due Date as mentioned in Clause 1.2 at the address provided in the RFP in the manner and form as detailed in this RFP.

2.18.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12.

2.19 Late Bids

2.19.1 A Bid received physically by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.20 Contents of the Financial Bid

2.20.1 The Bid shall be furnished in the format at Appendix II (where a lump-sum fee in Indian Rupees will be quoted by the Bidder) for the design, supply, construct, test, erect and commission in accordance with this RFP and the provisions of the Agreement. The draft agreement is given in Appendix III.

2.20.2 Generally, the Project will be awarded to the qualified Bidder who quotes the lowest Bid price.

2.20.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this

2.21 Modification/ substitution/ withdrawal of Bids

2.21.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

2.21.2 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.22 Rejection of Bids

2.22.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Authority rejects or annuls all the Bids,
2.22.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.23 Validity of Bids

2.23.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.24 Confidentiality

2.24.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

2.25 Correspondence with the Bidder

2.25.1 Except as provided in the RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.26 Earnest Money Deposit (EMD)

2.26.1 The Bidder shall furnish as part of its Bid, an EMD referred to in Clause 2.1.10 hereinabove by way of Bank Guarantee in the name of Andhra Pradesh Med Tech Zone Limited, Visakhapatnam.

2.26.2 Any Bid without the EMD shall be summarily rejected by the Authority as non-responsive.

2.26.3 The Authority will adjust the amount of EMD in the amount of Performance Security to be provided by the successful bidder in accordance with the provisions of the Agreement.

2.26.4 The Authority shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 2.26.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.

2.26.5 The EMD shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and/ or under the Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid as defined in 3.2;

b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section of this RFP;

c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit -

   i. to sign and return the duplicate copy of LoA;

   ii. to sign the Agreement; or
iii. to furnish the Performance Security within the period prescribed therefore in the Agreement; or

e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.27 Performance security

2.27.1 The successful Bidder shall submit Performance Security of 10% of the Accepted Contract Amount within 15 days of Issuance of LoA (Letter of Award) in the manner described in the RFP. The Performance guarantee shall be for a period of 48 months from the date of LoA. The Contract Agreement shall be signed within 21 days of issuance of LoA, subject to receipt and verification of Performance Security.
Section 3.0 Evaluation of Bids

3.1.1 Technical Bid:-

a. Technical Bid of all the Bidders will be opened by the representatives of Andhra Pradesh MedTech Zone Limited along with Project Management Consultants on the due date.

b. The Bidder’s name, contents of the covering letter, the availability of requisite EMD and such other details as the Authority at their discretion, may consider appropriate, will be announced at the time of Tender Opening for which Bidder’s authorized representative can be present.

c. Evaluation of Technical & Financial Eligibility shall be considered only as a Pre-qualification and responsiveness test. The Evaluation of the Technical and Financial Capacity shall be carried out for the Bidders who completely fulfill the eligibility requirements specified in Clause 2.2 and clause 2.4. Bidder failing to meet any of the requirements specified in Clauses 2.2 or 2.4 shall be treated non-responsive and will be rejected for further evaluation of Technical and Financial Bid. Conditional Bids will be rejected outright considering them as non-responsive offers and the Bids will be liable to be rejected outright if it is found that;

i. The Bidder proposes any alternation in the work specified in the Bid or in time allowed for completing the works or indicate any other unacceptable condition.

ii. Disclosure/ indication of the price in the Technical Bid shall render the Bid disqualified and rejected.

d. Before the evaluation of the Technical Bid the Authority will determine whether or not the Bid is responsive to the requirements of the RFP documents in accordance with the provisions of Clause 3.2.

e. Bids determined to be responsive will be checked by the Authority for any arithmetical errors in computation and summation and where there is discrepancy between amounts in figures and words, the amount in words will govern.

3.1.2 Financial Bid:-

a. The Financial Bid shall be opened on a date to be fixed later and intimated to all the responsive and eligible Bidders to enable them to be present at the opening, if they so wish.

b. The Bidders, whose bid is adjudged, qualified as per the information provided in the Technical Bid including its responsiveness shall be shortlisted and invited for the opening of the Financial Bid by the Authority. A separate communication will be sent by the Authority, intimating the Financial Bid opening to all qualified bidders.

c. The Bidder is required to furnish the details completely as per Appendix II (Financial Bid). The financial bid evaluation will be carried out by the Authority in order to select the bidder quoting the lowest cost.

3.1.3 To assist in the examination, evaluation and comparison of Bids, the Authority may ask Bidders, individually for clarifications of their Bids. The request for clarification and the response shall be in writing or by cable or by telex, but no change in price or
3.1.4 All costs, charges and expenses including stamp duty in connection with the Agreement as well as preparations and completion of Agreement shall be borne by the Bidders.

3.1.5 The Successful Bidder shall, in accordance with the requirement of the Authority, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Authority and their workmen and to the workmen of the Authority and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any contract which the Authority may enter into in connection with or ancillary to the works.

3.1.6 In case Bidder needs clear copy of drawing (Location Plan), same shall be made available at www.amtz.in. However, the Bidder has to visit the site, understand the nature of work, lead factor etc before bidding. No claim in this regard shall be entertained by the Authority.

3.2 Test of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:

a) The Bid is signed, sealed and marked as stipulated in clause 2.13.1;

b) The Bid is accompanied by the EMD as specified in Clause 2.1.10;

c) all the required document as per Clause 2.4 have been submitted and are in the formats as specified in Appendix I and II provided in this RFP document.

d) it contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);

e) it does not contain any condition or qualification; and

f) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause mentioned above, the Bidder whose quote with the overall cost turns out to be the least will be considered as the successful bidder (“Successful Bidder”).

3.3.2 In the event that two or more Bidders quote the same Bid price (the "Tie Bids"), then the Authority shall select the Successful Bidder who has more installed capacity and has more experience in similar projects than the other Bidders beyond the stipulated capacity defined for Technical Evaluation.

3.3.3 In case the Lowest Bidder withdraws or is not selected for whatsoever reason, the Authority reserves the right to invite the second Lowest Bidder for negotiations and award the work. In the event second lowest bidder is unwilling to take up the project at the negotiated price Authority reserves right to annul the Bidding Process and invite fresh Bids.

3.3.4 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7(seven) days of
the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LoA, and inconformity with Clause 2.1.10.

3.3.5 After acknowledgement of the LoA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the Agreement within the time period (after submission of performance Security) prescribed in Clause1.3. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.3.6 In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4 Contacts during Bid Evaluation

3.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.
4.1 General

4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

4.1.2 Without prejudice to the rights of the Authority under Section 4 hereinabove and the rights and remedies which the Authority may have under the LoA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b) “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE
among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
Section 5 Miscellaneous

5.1.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Visakhapatnam shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

5.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

   a) Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

   b) Consult with any Bidder in order to receive clarification or further information;

   c) Retain any information and/or evidence submitted to the Authority by, on behalf of any Bidder; and/or

   d) Independent verify, disqualify, reject and/or accept any and all submission or other information and all submission or other information and/or evidence submitted by or on behalf of any Bidder

5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
Section 6  Scope of Work

6.1  Brief Scope of Works

1. The scope of work includes Design and Development and Construction of Phase I of the 270.71 acres AP Med tech Park at Visakhapatnam.
2. The Scope includes:
   a.) Design and Construction of the structures including Site development of the Plot with Services as specified in detail later for (Category-I & Category-III) - Common Scientific Facilities (CSF), Administrative and other facilities with 2 level car parking, AMTZ Central Warehouse and Manufacturing Units as detailed in Annexure – I of this document. PCA shall work with the scientific service provider to provide for necessary construction expertise.
   b.) Design and Development of the infrastructure (Category-III) for Phase I as detailed in Annexure – I of this document.
3. The Contractor’s scope does not include finishing and furnishing of the interiors, plant and equipment for any buildings/structure/shed, except where specified in the RFP.
4. Built up Area for A1, A5 to A9 shall be as given in Annexure-I of this document. The payment for establishment of the scientific facilities will be done directly by AMTZ.
5. B1 - Showroom/office owners of the facility shall have freedom to used selected bidder for finishing & furnishing of interiors, on mutually agreed arrangements.
6. Area for B2 to B7 shall depend upon the Project Plan and land utilization optimization strategy put forth by the Contractor in adherence to applicable laws for the given land parcel of AMTZ which is 270.71 acres.
7. Built up Area for C1 shall be equivalent to the maximum built up area achievable in consonance with GO 119 dated 28.03.2017 of each factory on the Land area specified in the Annexure-I of this document divided into numerous Manufacturing units over the spaces in plot sizes of 0.25, 0.50, 1.0, 2.0, 3.0 acre.
8. For land development (site grading) PCA should adopt Contour development to save on cutting/filling. Reference Contour Plan is attached for reference. However PCA should undertake Topographical survey of the full project site for confirmation. The cost of undertaking Topographical survey works shall be deemed to be included in the cost of works.
9. Labour colony cannot be provisioned for within the site premises at any point of time.
10. Excess excavated material/Debris may be used for filling purposes at the site itself.
11. The detailed working drawings of the MedTech Zone shall be prepared by the selected Bidder and submitted to Authority for approval.
12. Structural designs to be prepared as per latest IS and Earthquake codes in Staad/ Etab software and certified by a qualified structural engineer registered with appropriate council as mandated by the government only shall be accepted. The same shall be got proof checked by IIT by the PCA. The cost of vetting shall be deemed to be included in the rates quoted by PCA. The IIT Proof Checked drawings shall be submitted to AMTZ or their authorized representatives for releasing them as Good for Construction Drawings.Full responsibility of Structural stability of all structures rests with the PCA.
13. Work will be carried out as per final Good for Construction drawings. Any modification to the work plan needs to be done via a work plan amendment/ modification agreement along with relevant drawings signed by both parties after approval of appropriate authority.
14. The Tentative Master Plan, Phase I Master Plan and Schematic drawings of various Buildings are attached with the RFP in Appendix 4. The Thematic 3d views of Scientific facilities and Bus stop are
6.2 Detailed Scope of Works

6.2.1 Scope of the work shall include but not limited to the following:

2.8.9.1 To carry out survey of the site handed over for execution of the project and shall verify the site dimensions as per the site plan provided with bid document/ or made available by Engineer-in-Charge.

2.8.9.2 The agency shall review the layout plan for the site within the development controls specified in this RFP. The development control norms are for guidance only; the agency must verify the same from concerned authorities. The architectural drawings shall be reviewed and updated strictly within the parameters of GO 168, Municipal Bye-laws and controls / general guidelines / specifications given in the bid documents.

2.8.9.3 Detailed Soil investigation is to be conducted by the agency as per the relevant BIS code/ NBC 2016 for determining type of foundation and its design from the consultant approved by Engineer-in-Charge. One set of soil sample be deposited with the department. The department may verify the result submitted by the agency, if need be.

2.8.9.4 Soil investigation report/ major characteristic of soil for site has been uploaded separately which shall be the part of agreement. These reports are only of indicative nature that gives the general characteristic of soil of the site.

2.8.9.5 To prepare complete structural design drawings for foundations, superstructure, services, and for other structures to be provided/constructed within works area, as per the provision contained in IS Codes/NBC2016, taking into consideration the protection against seismic forces required for earthquake resistance structures. The structural drawings shall be got vetted from IIT. After approval of the structural drawings by IIT, if any modification in design/drawing is needed, as per site conditions, the agency shall do/re-do without any extra cost. The decision of the Engineer-in-charge shall be final and binding. No claim whatsoever will be entertained on this account.

2.8.9.6 Construction of all the planned buildings, as per Brief of Work.

2.8.9.7 Planning, designing and execution of all internal services like internal sanitary, water supply, drainage system etc. complete for the buildings planned including all its fittings, fixtures, testing etc. complete. The necessary arrangements are to be provided for supply of water through dual pipe system i.e. recycled water duly treated pumped through underground tanks to overhead tanks and piped to flushing in each Building as directed by the Engineer-in-charge. Municipal water obtained would be stored in separate underground reservoirs and pumped into separate overhead tanks meant for drinking /fire purpose and piped to drinking areas through separate system.

2.8.9.8 Planning, designing and execution of all external services like water supply, rain water harvesting systems, system for recycling of waste water, position of tube wells for horticulture, sewerage, drainage system, roads, paths and all connected sub-structures and
superstructures within the premises, as per bye-laws and norms of the local bodies including making connections with the peripheral services after getting the services design approved from the local bodies. AMTZ role shall be limited only to sign the application / drawings / documents for submission to the local bodies in the capacity of the owner for approval. In case of water supply, sewerage and drainage, the cost of getting the scheme approved from service provider is included in the scope of work/bid. The cost of connection of water supply lines/sewer lines from peripheral connection point/outfall sewer shall also be borne by the agency apart from internal and external water supply/sewerage lines to be laid to make the system of water supply and sewerage functional/complete. However, infrastructure charges, if levied by the service provider towards cost of laying of their peripheral services shall only be reimbursed by AMTZ on production of relevant documents by the agency to the satisfaction of Engineer-in-charge. The cost of deficiency charges and rectifications of any defect at the end of the job is also to be borne by PCA.

2.8.9.9 Planning, designing and construction/installation of underground reservoirs, pump houses for water supply, for firefighting tank including installing of pumps, standby pumps as per approved drawings/specifications or as directed by Engineer-in-charge.

2.8.9.10 Planning, designing & installation of waste water recycle system, including all equipment’s etc. shall be in the scope of the agency. The decision of engineer-in-charge shall be final.

2.8.9.11 Planning, designing and execution of the roof top rain water harvesting system for recharging the sub-soil water including laying of pipe lines and construction of substructure / superstructures. The designs, system shall be for the intensity of rainfall as per meteorological data and shall be got approved from the Engineer-in-charge.

2.8.9.12 Planning, Designing and Execution of Complete External Electrification, Street Lighting including Installation of Substation, Transformers, Substation, UPS, Inverter Solar Backups etc.

2.8.10 Preparation of landscaping plan including parks, planters and other details etc. for the horticulture works and execution of same including providing unfiltered/recycled water supply lines, construction of pump houses and installation of pumps therein etc. complete will be responsibility of agency. Development of parks, construction of its boundary wall, providing MS railings (including painting), wicket gates, water hydrants, the grassing, creepers and planting trees etc. shall be completed as per the specification and drawing approved by the Engineer-in-charge.

2.8.11 Complete levelling/dressing including filling of earth, its supply, disposal of surplus earth is to be completed as directed by the Engineer-in-charge.

2.8.12 PCA shall submit 2 sets of full scale hardcopies of all drawings and documents/ reports/ designs during approval stage and 6 sets of full scale hardcopies for Good for construction
2.8.13 Planning, designing and construction of boundary walls, MS gates, Wicket gates, dustbins, sign boards, guide maps, location boards, direction boards, Numbering of buildings etc. all complete as per the drawing approved and direction of Engineer-in-charge.

2.8.14 Setting up a Testing Laboratory at site equipped with the apparatus needed for day to day testing of construction materials during construction period as directed by the Engineer-in-charge.

2.8.15 Taking all precautionary measures to safeguard safety measures against any accidents for the agency’s employees, labour, public, and staff of Employer and PMC by providing all necessary safety equipment, helmets etc. at work site.

2.8.16 Liability period would be uniformly Two years for all works from the date of completion in all respect & declaring fit for occupation by Engineer-in-charge.

2.8.17 The Agency shall construct/provide one site office with modern outlook for use by AMTZ and his staff as per Site office drawing attached with this RFP. It should have Engineered marble flooring in common areas and vitrified tiles in rooms with UPVC windows and laminated flush door shutters and toilet fixtures and specifications as approved by AMTZ and mentioned in list of Approved makes. The location and plan shall be got approved from Engineer-in-Charge. Specification for the site office shall be suitable and matching for running an office which shall be got approved from Engineer-in-Charge. The Agency shall provide all fittings, fixtures, HVAC, furniture etc with specification within 45 days of award of work. All running cost & charges (AMC etc.) for office including Electricity bill, Wifi Bills, water supply bills, RO/drinking water bills etc. shall be borne by the agency. The agency shall provide complete furniture (new) for use of Client staff at site office.

2.8.18 The conference room shall be equipped with Digital display system and sound system.

2.8.19 One A0 size HP Plotter and 1 A3 size printer, scanner, photocopier should be installed, maintained and managed with all required peripherals like paper, cartridge, AMC etc by the PCA for the complete currency of the contract.

2.8.20 The agency shall submit a Model of the full Park within two months after award of work. The scale of the model shall be 1:500 for the Master layout.

2.8.21 PCA shall prepare 3D views and walkthrough of the various Buildings and full Park As per drg as and when required by AMTZ.
2.8.22 The scope as described above is only indicative and not exhaustive. In additions to the above the agency shall be responsible for executing all the items required for completing the Buildings and site in all respect to make the Complete Park habitable and ready for occupation with electrical, horticultural works complete as per direction of Engineer-in-charge.

2.8.23 The above scope of work includes cost of all materials, manpower, equipment’s, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion Any change, modification, revision etc. required to be done by AMTZ office, CFO, local bodies, proof consultants etc. in accordance with applicable standards and bid document will have to be done at agency's cost and nothing extra shall be payable.

2.8.24 The agency shall be responsible for the watch and ward / guard of the complete Park and buildings safety, fittings and fixtures provided by him against pilferage and breakage during the period of currency of contract and thereafter till the Park is physically handed over to the department. No extra payment shall be made on this account.

2.8.25 The Environment impact assessment and CTE has been received for the Project. PCA has to ensure that the designs prepared by him are in line with the recommendations of the EIA and CTE. The EIA and CTE are available at the AMTZ office for viewing by the bidders on request.

2.8.26 Till the time the Site office is ready, PCA shall install temporary site office for 5-6 persons of AMTZ/ PMC with all furniture, AC, internet and toilet facilities and drinking water facilities. The same to be installed within 15 days of issue of LoA.
### Appendix-I

**Supporting Documents for Technical Bid**

**Form I**

**Checklist to Accompany the Tender**

<table>
<thead>
<tr>
<th>Name of work:</th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Submitted</th>
<th>Page No. (see Note below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EMD and Non Refundable Processing Fee</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Copy of Sales Tax Registration</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Service Tax Registration Certificate</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years in case of Foreign Companies</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Proof of Liquid Assets in the form of Solvency Certificate not more than 6 months preceding the Bid Due Date for a value of Rs 50 Crores</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>In case of Consortium, Consortium Agreement with jointly and severally liability clause along with clear responsibilities</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Letter of undertaking stating the Litigation History, Non completion of works for any Central/ State Governments, Blacklisting, Debarring etc.</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>8</td>
<td>Audited Financial Accounts of the Bidder (of each member in case of Consortium) For the last 5(five) financial years preceding the Bid Due Date.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Checklist as per Form 1</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Details of Bidder as per Form 1A</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Letter Accompanying the Technical Bid as per Form 2</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Format for Power of Attorney for signing of Bid as per Form 3</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Format for Power of Attorney authorizing the Lead Member as per Form 4</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Financial Eligibility along all relevant documents as per Form 5</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Details of Similar Projects Carried out in Last ten years as per Form 6</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Details of Current work and Immediate Work as per Form 7</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>List of Machineries &amp; Equipment’s as per Form 8-</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Qualification and Experience of Manpower as per Form 9.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Additional Information if any</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>
Notes:-

1. All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in last column against each item. The statements furnished shall be in the formats appended to the RFP document.

2. The information shall be filled-in by the Bidder in the checklist and Form 1 to 10, for the purposes of verification as well as evaluation of the Bidder’s compliance to the qualification criteria as provided in the RFP document.

3. In case if the Bidder is a Consortium, then each member of the Consortium should submit the details required under serial number 2-4 and 13-17.

(Signature)
Name & seal of Bidder/Lead Member: ____________________________

Class III DSC ID of Authorized Signatory: ________________________

Annex-I

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
   (g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:
   (e) Fax Number:
   (f) Class III Digital Signature Certificate ID

5. In case of a Consortium:
   (a) The information above (1-4) should be provided for all the Members of the Consortium.
   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.2 should be attached to the Application.
   (c) Information regarding the role of each Member should be provided as per table below:-
The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.1.23 of the RFP document.

(d) The following information shall also be provided for each Member of the Consortium:

Name of the Applicant/Member of Consortium:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Has the Bidder/constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT, PCA or otherwise).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If the answer to 1 is yes, does the bar subsist as on Bid due date.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?</td>
<td></td>
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</tr>
</tbody>
</table>

6. A statement by the Bidder and each of the Member of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):
Name of the Applicant/Member of Consortium:

<table>
<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>1st last year</th>
<th>2nd last year</th>
<th>3rd last year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Consortium Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Consortium Member.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.</td>
<td>Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Consortium Member.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Updated details of on-going process of blacklisting if so, under any contract with Authority/Government on the Bidder including any of its Consortium Member.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder/Lead Member
Letter Accompanying the Technical Bid

Date: 
From: 
____________________________
____________________________
____________________________

To 
CEO, AMTZ.

Sub.: Project Construction Agency (PCA) Contract for Infrastructure development works at AMTZ

Ref: Tender No-

With reference to your RFP document dated (the “RFP Document”), I/ we, have examined the RFP Document and understood their contents, and hereby submit my/ our Technical Bid for “Project Construction Agency (PCA) Contract for Infrastructure development works at AMTZ, Visakhapatnam” . The Bid is unconditional and unqualified.

I/ We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, I/ we shall have any claim or right of whatsoever nature if the Project/ Contract are not awarded to me/ us or our Bid is not opened or rejected.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)
Place: Name and seal of Bidder/Lead
Member
Form 3

Format for Power of Attorney for signing of Bid

Know all men by these presents, we………………………………………… (name of the firm/ company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Mrs. (name), ……………………… son/daughter/ wife of …………………………… and presently residing at ………………………, who is presently employed with us/ the Lead Member of our Consortium 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 the “Project Construction Agency (PCA) Contract for Infrastructure development works at AMTZ, Visakhapatnam” proposed or being developed by the Andhra Pradesh Med Tech Zone Limited (the “Authority”) on PCA mode (the “Project”) including but not limited to signing and submission of all applications, participate in meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Project.

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

IN WITNESS WHEREOF WE, …………………………… THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ………. DAY OF ………… 2015.

For ………………………

(Signature, name, designation and address of person authorized by Board Resolution (in case of Company)/ partner in case of Partnership firm

Witnesses: 1.

2.

Accepted

…………………………

(Signature)

(Name, Title and Address of the Attorney) (Notarized)

Person identified by me/ personally appeared before me/ Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary) Seal of the Notary

Registration No. of the Notary

Date:……………………
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 executants (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.
Format for Power of Attorney for Lead Member of Consortium

Whereas the Andhra Pradesh Med Tech Zone Limited (“the Authority”) has invited Bids from bidders for “Project Construction Agency” (PCA)

Contract for Infrastructure development works at AMTZ, Visakhapatnam” proposed or being developed by the Andhra Pradesh Med Tech Zone Limited (the “Authority”) on PCA mode (the “Project”).

Whereas, ..............................................................and .............................................................. (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the document and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOWHEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s............................................ having our registered office at ............................................., M/s.............................. having our registered office at ............................................., and M/ s.............................. having our registered office at ............................................., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/ s.............................. having its registered office at ............................................., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/documents, sign and generally to represent the Consortium in all its dealings with the Authority, in all matters in connection with or relating to or arising out of the Consortium’s Application.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ...................... DAY OF ........ 2015

For

.............................................

(Signature)

.............................................

(Name & Title)
For

...........................
(Signature)

...........................
(Name & Title)

For ...........................

...........................
(Signature)

...............  

...........................
(Executant

s)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, 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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
Financial Capacity

<table>
<thead>
<tr>
<th>A. Name of the Applicant</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
B. Financial Information of previous 5 years (in Rs) | 2009-10 | 2010-11 | 2011-12 | 2012-13 | 2013-14 |
C. Turnover |  |  |  |  |  |

Note:
- **The** above information shall be **Certified by the Statutory Auditors**
- Copies of Financial Statement, Audited Balance Sheets should be provided
- In case the applicant is a JV, then the above information has to be submitted for **each of the partner**.
- For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADSH MEDTECH ZONE

Form 6
Details of Similar Projects Carried out in Last ten years

<table>
<thead>
<tr>
<th>S No</th>
<th>Project Name</th>
<th>Name of the Authority</th>
<th>Description of the services provided</th>
<th>Value of Contract</th>
<th>Completi on time as stated in the Tender (Months)</th>
<th>Actual comple tio n time (weeks)</th>
<th>Total Payment Received</th>
<th>Actual date of completion</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

(Signature)

Note:

1. The above details shall be certified by Statutory Auditor.
2. The Applicant should enclose completion certificates in support of the project experience.
3. Project Experience without Completion Certificates shall not be considered for evaluation.
4. Completion Certificates issued by Executive Engineer and above shall be considered for evaluation in case of projects executed for Government Entities.
5. In case of projects Executed for Private Sector, Certificates signed by the Officials representing Senior Management Shall be considered.
6. Similar project shall be as per the eligibility criteria mentioned in the RFP.
7. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
**PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE**

*Form 7*

**Details of Current Work and Immediate Work**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Client with Address</th>
<th>Description of the work</th>
<th>Value of contract in Rupees.</th>
<th>Completion time as stated in the Contract</th>
<th>Percentage completion</th>
<th>Remarks.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Current works in hand</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Immediate commitments.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature) Note:

1. The above details shall be certified by Statutory Auditor.
2. The Contractor should enclose relevant proofs in support of the project experience.
3. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
Form 8

List of Machineries & Equipment’s

List of Machinery/ Equipment’s owned by the Bidder

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Type of Make/ Mode</th>
<th>Nos. Owned</th>
<th>Year of</th>
<th>Present Condition</th>
<th>Present Location</th>
<th>Availability for the Project</th>
<th>Remarks</th>
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</tr>
</tbody>
</table>

(Signature)
Form 9

Qualification and Experience of Manpower to be deployed for the project

<table>
<thead>
<tr>
<th>S No</th>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Years of Experience (General)</th>
<th>Years of experience in the proposed position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

(Signature)

Notes: Short CVs of the Personnel nominated for the project shall be provided along with the Form 9.
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

Form10- FORMAT OF CONSORTIUM AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this the .......... day of .......... 20...

AMONGST

1. {............Limited, and having its registered office at ............}(hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. {............ Limited, having its registered office at ............} and (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {............ Limited, and having its registered office at ............} (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A) Andhra Pradesh Med Tech Zone Limited (AMTZ) established by the Department of Health and Family Welfare, Government of Andhra Pradesh, (the “Authority”) has invited bids by way of Request for Proposal No. ............ dated ............ (The “RFP”) for award of contract for “Project Construction Agency (PCA) Contract for Infrastructure development works at AMTZ, Visakhapatnam”.

(B) All the Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a Consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into an PCA Contract with the Authority for performing all its obligations as the Contractor in terms of the PCA Contract for the Project.
4. Share Holding Pattern in the Consortium Company

The Parties hereby agree, confirm and undertake to incorporate a Consortium Company under the Companies Act, 2013 with shareholding/ ownership equity commitment(s) as provided herein below. The said Consortium Company would enter into the PCA Agreement with the Authority and subsequently carry out all the responsibilities as the “Contractor” in terms of the PCA Agreement, in case the Project is awarded to the Consortium. The Parties further undertake that till the completion of the Project the shareholding of the Lead Member in the Joint Venture Company shall not be less than 51%.

<table>
<thead>
<tr>
<th>Names of Shareholders</th>
<th>Description of Shareholding (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Member</td>
<td></td>
</tr>
<tr>
<td>Other Members</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the PCA Contract; (b) Party of the Second Part shall be {the Member of the Consortium; and} (c) Party of the Third Part shall be {the Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the PCA Contract, till such time as the completion of the Project is achieved under and in accordance with the PCA Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the PCA Contract to be allocated among the members shall be as follows: First Party: Second Party: Third Party: Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of Construction if the Contract is allocated to the Consortium.

7. Representation of the Parties:

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge: (i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it; (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to
create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the PCA Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous:

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by: SECOND PART THIRD PART

(Signature) (Signature) (Signature)

(Name) (Name) (Name)

(Designation) (Designation) (Designation)

(Address) (Address) (Address)

In the presence of:
Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Consortium Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
# Form 6a - Project Data Sheet

## Work Experience - Similar Nature of Works

**Name of the Bidder:**

<table>
<thead>
<tr>
<th>Contract Identification No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Work</td>
</tr>
<tr>
<td>Employer’s / Owner’s Name</td>
</tr>
<tr>
<td>Employer’s Address: Telephone / Fax number: E Mail</td>
</tr>
<tr>
<td>Total Awarded Contract Price (Amount &amp; Currency)</td>
</tr>
<tr>
<td>Award Date/ Commencement Date</td>
</tr>
<tr>
<td>Stipulated Date of Completion</td>
</tr>
<tr>
<td>Actual Completion date of works as stated in completion certificate</td>
</tr>
<tr>
<td>Completion Cost &amp; Currency mentioned in Completion Certificate</td>
</tr>
<tr>
<td>Completion cost (IN INR) updated to current Price Level</td>
</tr>
<tr>
<td>*Litigation/ arbitration cases pending / in progress with details</td>
</tr>
<tr>
<td>Name and Address (Postal &amp; E-mail) / telephone number of officer to whom reference may be made</td>
</tr>
<tr>
<td>Whether the work was done on back to back basis</td>
</tr>
<tr>
<td>Percent of Total (%) Contract Amount</td>
</tr>
<tr>
<td>Value in Amount</td>
</tr>
</tbody>
</table>

**Description of Similarity in accordance with Criteria in Eligibility Qualification Criteria:**

**Date:** …………………..

**Place:** ………….. ………..

**Signature of authorized signatory of Bidder / Constituent Member**
1. Fill out one (1) form per contract
2. The completion cost of the work shall be taken as the cost indicated in the completion certificate issued by the Client.
3. Work Experience, even if meeting the required value, but gained as working as a Sub-Contractor shall not be considered.
4. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum for Indian Rupees; calculated from the date of completion to last date of receipt of applications for bids
5. If the qualifying work(s) were done by claiming bidder in a Joint Venture / Consortium, then the value of work as per their percentage participation in such shall be considered.
6. Duly notarized copy of completion certificates issued from client clearly indicating the nature / scope of work, actual date of completion and actual completion cost for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.
7. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final / last bill paid by client shall also be submitted.

Signature of authorized signatory of Bidder /
Constituent Member
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of work / Project &amp; Location</td>
</tr>
<tr>
<td>2.</td>
<td>Agreement No.</td>
</tr>
<tr>
<td>3.</td>
<td>Estimated Cost</td>
</tr>
<tr>
<td>4.</td>
<td>Tendered Cost</td>
</tr>
<tr>
<td>5.</td>
<td>Date of Start</td>
</tr>
<tr>
<td>6.</td>
<td>Date of completion</td>
</tr>
<tr>
<td></td>
<td>(i) Stipulated Date of Completion</td>
</tr>
<tr>
<td></td>
<td>(as mentioned in work order)</td>
</tr>
<tr>
<td></td>
<td>(ii) Actual Date of Completion</td>
</tr>
<tr>
<td>7.</td>
<td>Whether case of levy of compensation for delay has been decided or not</td>
</tr>
<tr>
<td></td>
<td>Yes/ No.</td>
</tr>
<tr>
<td></td>
<td>If decided, amount of compensation levied for delayed completion, if any.</td>
</tr>
<tr>
<td>8.</td>
<td>Performance Report</td>
</tr>
<tr>
<td>1)</td>
<td>Quality of Work</td>
</tr>
<tr>
<td>2)</td>
<td>Financial Soundness</td>
</tr>
<tr>
<td>3)</td>
<td>Technical Proficiency</td>
</tr>
<tr>
<td>4)</td>
<td>Resourcefulness</td>
</tr>
<tr>
<td>5)</td>
<td>General Behaviour</td>
</tr>
<tr>
<td>Dated:</td>
<td>Executive Engineer</td>
</tr>
<tr>
<td></td>
<td>Equivalent with Stamp</td>
</tr>
</tbody>
</table>
Form 11: Undertaking for Financial stability

( To be Submitted on the Letter Head of the Bidder )

We.......(name of the bidder)....... do hereby undertake and certify that we have not suffered bankruptcy / insolvency during the last 5 years (( from last date of submission of the Bid).

We also agree that if there is any misrepresentation of facts with regards to this undertaking, the same will be considered as “fraudulent practice” and Employer will have the right to

1. not evaluate our Bid or consider the Bid for award of Contract and forfeit the our Bid Security; or

2. if the Contract has been awarded, to terminate the Contract

Signature of authorized signatory of Bidder /
Constituent Member

Place :

Date :
This Certificate should not be more than 3 months old as on date of submission of bids

BANK CERTIFICATE

Date ..............

This is to certify that M/s ................................................................. is a reputed company with a good financial standing.

If the contract for the work, namely ................................................................. is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs ................................................................. to meet their working capital requirements for executing the above contract.

Name of Bank: __________
Senior Bank Manager __________
Address of the Bank __________
Seal of Bank ________________

Note:
The banking reference should be from a Scheduled Bank in India and it should not be more than 3 months old as on date of submission of bids.
This Appendix shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number:

NAME OF THE BIDDER : ______________________________

<table>
<thead>
<tr>
<th>S.</th>
<th>Description</th>
<th>Financial Data for Latest Last 5 Years (Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total Assets</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Total External Liabilities</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Annual Profits Before Taxes</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Annual Profits After Taxes</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Net Worth [= 1 - 3]</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Liquidity [=2 - 4]</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Return on Equity</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Annual turnover (from construction)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Gross Annual turnover</td>
<td></td>
</tr>
</tbody>
</table>

Signature of authorized signatory of Bidder / Constituent Member

Signature of Chartered Accountant with Seal

Note:

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.
2. All such documents reflect the financial data of the Applicant and not sister or Parent Company.

3. In case audited balance sheet of the last financial year (2016-17) is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘4’ audited financial years (2015-16, 2014-15, 2013-14, 2012-13) will be taken into consideration for evaluation.

4. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

5. Historic financial statements must be complete, including all notes to the financial statements.

\[
\text{Return on Equity} = \frac{\text{Net Income}}{\text{Shareholders Equity}}
\]

\[
\text{Return on Equity} = \frac{\text{Net Income}}{\text{Shareholders Equity}}
\]

Return on Equity = Net Income is for the full fiscal year (before dividend paid to common stock holders but after dividends to preferred stock). Share holders equity does not include preferred shares.

6. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

7. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

Signature of authorized signatory of Bidder /
Constituent Member

Signature of Chartered Accountant with Seal
This is to certify that to the best of our knowledge and information that M/s/ Shri ...................... having their registered office at ..................................................... are a customer of our bank and are/ is respectable and can be treated as good for any engagement upto a limit of Rs. ......................

This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

Name of Bank: ____________
Senior Bank Manager ____________
Address of the Bank ____________
Seal of Bank ____________

Note:
1. Bankers certificate should be on letter head of the Bank, addressed to AMTZ.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
Note: The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder’s Technical Proposals shall establish firmly the intended design and methodology.

**TECHNICAL PROPOSAL**

Name of the Bidder ____________________________________________

A) **Bidders Understand and comprehension of the work involved**

B) Testing and investigations undertaken, or to be undertaken

C) **Proposed Structure systems, finishes**

D) **Bidder’s Drawings**

E) **Bidder’s Technical Notes**

F) **Codes & Standards Proposed**

**STAMP & SIGNATURE OF AUTHORISED SIGNATORY**

Place :

Date :
Form 14: Outline Quality Plan

Note:

1. The Contractor shall establish and maintain a Quality Assurance System in construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

2. The Bidder shall submit as part of his Bid an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient Quality Assurance System. The Outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

3. The Bidder may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.

4. This Outline Quality Plan shall form an adequate basis for the development of the more detailed document required under relevant clause of Conditions of Contract.

OUTLINE QUALITY PLAN

Name of the Bidder: 

Date: 

Place: 

Signature of authorized signatory of Bidder
1. We, .......(name of the bidder) ...... hereby confirm to deploy the minimum manpower as detailed below. The figures indicated below are the minimum number of Project-Personnel required which are to be deployed as per the minimum level of supervision and qualification/experience of site-staff.

2. We also confirm to deploy manpower over and above the minimum numbers indicated below, if the work requires so.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Designation of Project Personnel</th>
<th>Minimum no. of Project Personnel required</th>
<th>Qualification</th>
<th>Experience Level</th>
<th>Proposed name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Manager</td>
<td>1</td>
<td>Graduate in Civil Engg</td>
<td>Minimum total experience of 25 years out of which minimum 10 years as In-charge of similar works</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deputy Project Manager</td>
<td>2</td>
<td>Graduate in Civil Engg</td>
<td>Minimum total experience of 20 years</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Planning Engineer</td>
<td>1</td>
<td>Graduate in Civil Engg. With knowledge in MS Project / Primavera</td>
<td>Minimum total experience of 15 years</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Billing Engineer</td>
<td>1</td>
<td>Graduate in Civil Engg</td>
<td>Minimum total experience of 10 years</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Interface Manager</td>
<td>1</td>
<td>Graduate in Civil Engg</td>
<td>Minimum total experience of 10 years</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Civil Engineer</td>
<td>10</td>
<td>Graduate or Diploma in Civil Engg</td>
<td>Minimum 5 years for Degree &amp; 8 years for Diploma</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Architect Engineer</td>
<td>1</td>
<td>B. Arch</td>
<td>Minimum 15 years in the field of Architectural finishing works</td>
<td></td>
</tr>
<tr>
<td>S.No.</td>
<td>Designation of Project Personnel</td>
<td>Minimum no. of Project Personnel required</td>
<td>Qualification</td>
<td>Experience Level</td>
<td>Proposed name</td>
</tr>
<tr>
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</tr>
<tr>
<td>8</td>
<td>Quality control and Quality Assurance Engineer</td>
<td>2</td>
<td>Graduate in Civil Engg.</td>
<td>Minimum total experience of 10 years</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Structural Design Engineer</td>
<td>1</td>
<td>Graduate in Civil Engg.</td>
<td>Minimum 10 years in Structural Design</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Electrical Engineer</td>
<td>2</td>
<td>Graduate in Electrical Engg</td>
<td>Minimum total experience of 10 years</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Mechanical Engineer</td>
<td>2</td>
<td>Graduate in Mechanical Engg</td>
<td>Minimum total experience of 10 years</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Safety Engineer</td>
<td>1</td>
<td>Graduate in Construction Safety / Diploma in Construction Safety</td>
<td>Minimum 07 years for Graduate &amp; 10 years for Diploma in relevant field</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Environment specialist</td>
<td>1</td>
<td>Graduate in Environment Engineering</td>
<td>Minimum 07 years</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Surveyor</td>
<td>5</td>
<td>Diploma /ITI in respective field</td>
<td>Total minimum 5 /7 years’ experience</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Civil Draughtsman/CAD Operator</td>
<td>3</td>
<td>ITI in Civil Draughtsman or 3 yrs Exp.</td>
<td>Minimum 3 yrs Experiences</td>
<td></td>
</tr>
</tbody>
</table>
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

3. We also agree that the performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the Contractor shall replace them with good personnel immediately as per directions of the Engineer-in-charge.

4. The Detailed CV’s of above proposed Man-power is enclosed.

Date : ....................
Place : ............. .......

Signature of authorized signatory of Bidder
# Format for CV

The Bidder shall provide all the information requested below. Use one form for each position.

<table>
<thead>
<tr>
<th>Position</th>
<th>Personnel information</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Professional qualifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Present employment</td>
<td>Name of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address of employer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
<td>Contact (manager / personnel officer)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job title</td>
<td>Years with present employer</td>
<td></td>
</tr>
</tbody>
</table>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company/Project/Position/Relevant Technical and Management Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Date : ..................
Place : ............ ........

Signature of the Proposed Personnels

Signature of authorized signatory of Bidder
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF
ANDHRA PRADESH MEDTECH ZONE
Form 16 : Resources proposed for the project - Plants and Equipment

1. We …..(name of Bidder)…….hereby confirm to deploy the minimum resources as indicated below.

2. We also confirm to deploy plants & equipment over and above the minimum numbers indicated as below, if the work requires so.

<table>
<thead>
<tr>
<th>Description of Plant &amp; Equipment proposed to be deployed</th>
<th>Minimum No of Units proposed to be deployed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Date : ....................
Place : ....................

Signature of authorized signatory of Bidder
Note for Bidders:

The Project Implementation programme shall indicate how the Bidder intends to organize and carry out Works and achieve stages and complete the whole works by the Completion date. Detail requirements for the Project Implementation programme are set out in Instructions to Bidders.

The Project Implementation programme shall be prepared in terms of weeks from the Date of issue of Letter of Acceptance which shall be the date for Commencement of Works.

The Project Implementation programme shall not in any event be construed as a submission of the Works Programme.

**Tentative project implementation programme**

A) **Bar Chart**

Please provide a bar chart with milestones to show how the project is proposed to be completed in the time period envisaged in these documents.

B) Provide a tentative Critical Path addressing the following broad based items:

a. Pre-construction and staging
b. Construction of sub-structure
c. Construction of super-structure

C) Narrative statement describing Programme activities, assumptions and logic, and highlight the Bidder’s perception of the major constraints and critical areas of concern

D) List the proposed construction sequence. Provide a narrative with/without images or diagrams for the same

E) Provide details for fixed/movable cranage types and deployed locations.

F) List of, in your professional opinion, key items to the success of this project

G) List the broad items of work which will be carried out by the Tenderer using in-house resources. Provide a narrative with/without images for the same

H) List the broad items of work which will be carried out by outsourcing. Provide a narrative with/without images for the same

I) Present case study of Completed Similar Project mentioned in the Similar works for qualification and eligibility with all the components and special measures taken to complete the project within the time schedule (with completed photographs of exteriors, interiors, service rooms, infrastructure etc.).

Date: ....................

Place:....................

Signature of authorized signatory of Bidder
Note to Bidders:

1. The Bidder shall submit, to form part of its Tender an Outline Safety, Health and Environment Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety, health & environment procedures. The Outline Safety, Health and Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by the Employer’s Requirements.

2. The Outline Safety, Health and Environment Plan shall be headed with a formal statement of policy in relation to safety, health & environment and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Site Safety, Health and Environment Plan to be submitted in accordance with relevant provisions of Contract.

3. The Bidder may be requested to amplify, explain or develop his Outline Safety, Health and Environment Plan prior to the date of acceptance of the Bid and to provide more details with a view to reaching provisional acceptance of such a plan.

Outline Safety, Health & Environment Plan

Name of the Bidder: ________________________________

Date: ____________________

Place: ____________________

Signature of authorized signatory of Bidder: ____________________
Section 7. Employer’s Requirements

This section defines the Employer’s requirements for various facilities proposed in the Park.

7.1 Common Facilities (including Scientific facilities)

7.1.1 Category- I: A5 to A9- Construction of the Common Scientific Facilities (CSF)

a. This section includes Centre for Gamma Irradiation, Centre for Electromagnetic Interference & Centre for Biomaterials, Med tech innovation, Rapid Prototyping & 3D design, Centre for X-ray & CT Scan Tube Manufacturing.

b. These facilities shall be as per the details provided in the Annexure I to this document.

c. The Scientific facilities will be constructed and developed in mixed RCC/Pre-fabricated as detailed in Annexure-I of this document.

d. The Contractor shall design and construct the buildings for CSF considering the terms of references provided in consultation with service providers of such facilities and the data provided by them.

e. Scientific facilities complete site development, boundary wall, internal and external services, lighting, HVAC, firefighting, detection, alarm, ELV system – telephone, data etc and interiors to be planned and executed in consultation with service providers. For CSF, detailed plan with MEP requirements is to be proposed by PCA in consultation with service providers.

f. Internal Electrification work for A& B units shall be done by PCA and DG back up is provided to only Common Scientific Facilities and Social Facilities.

g. UPS is not applicable for A5-A9 units. 10% of lights in A5 –A9 and B1-B4 shall be emergency lights on inverter with 30 minutes backups.

h. Furniture and fittings are excluded in PCA scope of works.

i. The Contractor shall construct a sump of 2mx2mx2m for each of the CSF at the desired location as per the service provider. The connection from facility to the sump to be made by PCA. The collection, treatment and disposal of the effluent are excluded from PCA scope of works.

j. The Liquid Effluent shall be treated by the service provider of the respective scientific facility and may dispose the treated effluent conforming to Environmental standards into the sewerage network. ETP to be provided by nature of Chemical or Industrial waste by the service provider.

7.2 Scope in Detail for A5 to A9 Scientific facilities units:

The Schematic drawings of the Scientific facilities units are attached with the RFP document. However, the attached drawings are for a guideline only. PCA has to liase with the service providers and finalise the detailed designs and any modifications/ updations required in the designs and drawings.

The Built up areas shown and mentioned in the drawings and documents are tentative and may be updated as required by service provider and/ or permissible as per the byelaws and regulations applicable.
7.2.1 **A5 (Center for Gamma Irradiation):**

Building footprint is 38.0m x 48.0m approximately with Built up area approximately 2186 sqm as per the schematic drawing attached. The structure has to be Composite structure as per the requirement of the service provider with 2m thick RCC chamber inside as depicted in the schematic drawing with RCC structure and sheet roofing.

7.2.2 **A6 & A9 (Center for Electro-magnetic Interference & Biomaterials):**

Structure: Mixed, RCC and Prefabricated structure
Total Built Up Area: 6400 sqm (as per the Schematic Layout plan)

Acoustic chamber + 3M Sac + 10M Sac room (Shed 14.0m height)
Electrical safety room
Reliability room 
Conducted Immunity
Testing Sample storage
Biomaterial
Electrical room
DG Set room
ETP (RCC)
Chiller
Reception
Pantry
Common Toilets - 3 no’s.
Office for Biomaterials @ First Floor

7.2.3 **A7 (Center for Medtech Innovation, Rapid Prototyping 3D design):**

Structure: RCC structure.
Total Built Up Area: 1656 sqm (as per the Schematic Layout plan)
Reception
Meeting room
3D printing & Prototyping (6.2m height)
QC
Store & Repair
Machine and Common Space
Common toilets
Office
2 separate cabins
Design section
Tinkering lab
Board room
7.2.4 A8 (Center for X-ray and CT scan Tube manufacturing):

Structure: Prefabricated shed + RCC.

Total Built Up Area: 4446 sqm (as per the Schematic Layout plan)
Large space (Shed 9.0m height)
Reception / Waiting
Rooms - 17 no’s
Common toilets each floor.

The above requirements and attached schematic layouts plans are to be updated as per NBC 2016 guidelines, byelaws and regulations as applicable for the various facilities from various statutory authorities and as per the service provider requirements and got them approved from the service provider and the statutory authorities before start of construction by the PCA.

7.3 Common Social & Support Facilities (CSSF)

7.3.1 Category- I: B1- Construction of Administrative & Other facilities (RCC structure):

a. This includes Design and Construction of following RCC Multi-storied Building with each floor having the below mentioned facility, in line with the statutory rules and regulations;

i. The Kalam Institute for Health Technology (KIHT) - 40 offices of 400 sft each.
ii. Administrative Office Block (including AMTZ, Licensing Authorities, Import & Export, etc.) - 40 offices of 400 sft each.
iii. Common Office Complex for MU/CSF + Showrooms – 80 offices of 400 sft each.
iv. Food court + Bank + Recreational Area + Gym + Public Utilities – Total 03 nos. complexes - 40 office spaces of 400 sft each. One Complex to be provided in Administrative office Block and rest two elsewhere in the Park as approved by AMTZ.
v. Two level Underground Car parking at desired location by AMTZ. Total 250 car parking have to be provided minimum and also as per Statutory requirements.

The above requirements are of the carpet area of each facility main requirements. However, the built up area shall include the reception, lobbies circulation areas, lifts, staircases, service areas, common toilets etc required for the functioning of the buildings and as per approved design by AMTZ.

b. The PCA scope shall include all Internal and External Services – Electrification, HVAC, ELV, Water supply, Sewage, Fire Hydrant System, Fire detection and alarm system, Fire extinguishers, Finishing, etc;

c. Showrooms and offices etc to be provided with basic Lighting and Power outlets.

d. The Contractor scope excludes furniture and fittings for these buildings.

7.3.2 Category- II: B2-B7 - Construction of Facility Management & Support
Facilities:

The scope of work for the development of envisaged Infrastructure for AMTZ entails construction of the following facilities. The facilities specified below are minimum envisaged by AMTZ, however if the Phase I approval from statutory bodies and operation require additional facilities, PCA shall include the same in their proposal without any extra cost. The full phase I has to be functional and handed over for operation by the PCA with all required facilities to run and operate the park. The details envisaged for various Infrastructure are as follows:

7.3.2.1 B2 – Sewage Collection & Treatment system:

a. Sewage Treatment plant is required with the cumulative capacity to treat 600000 litres per day for the total park. Total 03 STP’s are required for the entire zone. Two STP’s will be required for phase-1 and each capacity to treat minimum 200000 litres per day.

b. Recycled water to be used for horticulture/gardening/green areas/wash rooms/ flushing in toilets of buildings.

c. Internal sewage connections for the MU’s/plots are to be provided till terminal points as specified elsewhere in the document.

d. Rain water harvesting System with rain water gutters, down pipes for roof drainage to be provided and appropriate under IS: 2527

e. Basic requirements of ratio of toilets, hand wash to people and others for the areas specified internal and external should be as per the IS: 1172 and IS: 1742 and NBC 2016.

f. Sewage works above the ground connecting to buildings should practice the codes of IS: 5329, and basement network connections as per the standards of IS:12251

g. Building drainage system design, installation and maintenance should be as per the norms of BS: 8301, for maintaining continues flow suitable pumps should be used under specification IS: 5600

h. Sewage materials should be identified taking tolerance limit and identify as effluent and non effluent and separate system should be implemented as per the guidelines of IS:4764

i. In Center for bio materials scientific units’ materials testing & Metal finishing units have the nature of producing chemical or industrial waste. Suitable ETP has to be provided it’s in the scope of service provider but all provisions for the same have to be provided by the PCA

j. The Complete system should be compliant to pollution control board guidelines, CFE, EC, EIA and should cover maximum of 0.5 Acre of land of total site area. k.
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

After successful completion of testing and commissioning Operational & Performance guarantee for the period of thirty six months has to be provided with design conditions, including spare parts, reagents and consumables.

7.3.2.2 B2 – Solid Waste Management and Disposal area:

a. Solid waste management includes the development of the area with construction of bins with brickwork partition walls (as per approved design) to create sizeable bins to dump solid wastes from the MU’s and CSF.
b. It should be in compliance to Pollution Control Board guidelines, CFE, EC, EIA and on 0.5 acre of land to the maximum.

7.3.2.3 B3 – Water supply and its distribution system

a. Main Source of water is Municipal line; however, PCA shall provide 15 nos. Bore wells as additional source of water supply at strategic locations. Permission for constructing borewell to be sought by the PCA and obtained from the statutory authority’s Municipal water will be supplied at any point on perimeter. PCA to take the line from there till the tank with all necessary connections/meter as required by statutory authorities/AMTZ.

Occupancy for manufacturing units - 50 people /unit and 100 people for each Scientific facilities has been assumed

Occupancy at commercial facilities needs to be assumed as per industry standards.
b. Water treatment plant with a cumulative capacity to treat 700000 litres/ day. Total two nos of WTP are required for the entire zone but One no. of WTP capacity 350000 litres/day will be required in present Phase-1 and the same to be provided by the PCA.
c. Fire fighting station’s sump capacity 500000 litres or more in case required by statutory authority or byelaws have to be provided by PCA.
d. Complete external fire hydrant system as per statutory norms with suitable distances between any two outlets and supporting pumps to be provided.
e. Complete internal fire hydrant system and fire extinguishers for buildings for administrative and other facilities (B1) and for A5 to A9.
f. Overhead Tanks - OHT with a capacity of total cumulative capacity of 1500000 litres. Nos., capacity of each OHT’s & locations of OHT shall be as per the approved master plan. Maximum nos. of OHT shall be limited to 04 nos. for the entire zone but 01 no. of capacity 375000 litres shall be provided in Phase-1 by PCA.
g. Water connections for all the MU’s/plots upto terminal points as specified elsewhere.

Internal water supply for CSF and other CSSF is in scope of PCA.
h. Water requirement for MU’s should be average 3kld per unit of 1.0 acre. Normal consumption as per byelaws and regulations may be considered for common social facilities and commercial facilities.
i. Hot water to be arranged directly by service providers. Pipelines etc provisions to be made by PCA in consultation with the service providers.
j. Rain water harvesting to be provided.
k. Recycled water to be used for horticulture, gardening, and green areas and flushing.
l. It is suggested to use DI-K7 pipe for water supply from WTP to OHT, from OHT to distribution - HDPE pipe PN6 is suggested.
m. Desalination not part of PCA scope.
n. Providing the hose hut with hoses in the premises of buildings as per statutory regulations.

o. A common pool of 30 nos. fire hoses and 30 nos. of fire extinguishers of different types shall be provided by PCA at the fire station.

p. Fire station structure is required to be built in RCC with shed structure for housing two fire engines. Provision of the fire engines shall be in the scope of AMTZ.

q. The Fire Provisions made in the Park (hydrant system) have to be in conformance with NBC 2016 and other statutory requirements to obtain Fire NOC for the full park. Fire extinguisher for MU’s and fire detection system of MU’s in client scope. For all other buildings, it is in scope of the PCA.

r. Manufacturing units are 10 meters high. Common scientific facilities, social facilities and commercial facilities are within the PCA scope of work; hence design data may be used. Hydrant tapping points with suitable valves must be provided to cover all common scientific, social and commercial facilities. The same may be provided at one place in each of the manufacturing units. The further artery of which to be done by the respective manufacturer.

s. Dual plumbing system shall be adopted and separate tanks shall be provided to store fresh water and treated waste water in Water Treatment Plant.

t. Separate meters with necessary pipe-lines shall be provided for assessing the quantity of water used for domestic and flushing purpose.

u. In all the required areas Basic requirements of water supply systems should cover under IS:1172

v. Requirement factors Pressure, installation procedures of water supply in buildings should be as IS:2065

w. Water meters to track the water usage should be as IS:2104

x. Water filtration equipment & standards should be as IS:8419

y. Provision systems of water supply in the building works should be as of IS:9668

z. Scientific buildings are of Multi stored building so installation of plumbing system should be under IS:12183(Part 1)

aa. Other than manufacturing units, remaining buildings internal plumbing accessories to be provided & installed by PCA. Specification for design, installation, testing and maintenance of services supplying water for domestic use within building, should be as per BS:6700,IS:1500

bb. For Design, selection ,Installation& testing of ductile iron piping norms should be as per IS:8329 ,IS:13382. Jointing gaskets should be as per standards IS:5382 , Ductile iron fittings should be as per IS: 8523:2000

c. Pressure regulatory & isolation valves used under the water supply system should be under the norms of IS:778, IS:780, IS:1703 , Pumping system for water supply should be as per IS:10804 to maintain equal distribution of water.

dd. WATER TREATMENT PLANT should be designed and maintain to the capacity and standards of IS:10500 , Water sampling and testing will be covered under the article of IS:3025

After successful completion of testing and commissioning Operational & Performance
guarantee for the period of thirty six months has to be provided with design conditions, Including spare parts, reagents and consumables.

7.3.2.4 B4 – Power supply and its distribution system:
   a. AMTZ will provide Main Power Grid Substation (220/132/33KV) through AP electricity department.
   b. The PCA shall draw power from the above substation at 33 KV level and provide additional substation(s) for further distribution.
   c. Distribution to manufacturing units will be of 440V supply.
   d. Scientific facilities may require specific power supply which shall be detailed while the designing of detailed project report by the PCA. Such reports shall be made in consultation with respective scientific service providers and AMTZ.
   e. Internal electrical connections for the MU’s/plots are to be provided till terminal points as specified elsewhere in the document.
   f. DG backup to be provided only to common scientific facilities and social facilities.
   g. Consider Energy efficient light fixtures for general lighting.
   h. No UPS backup for A1 to A9 units, for others provides UPS backup requirements with time 30/60 minutes.
   i. Consider 10% lights in A1 to A9 units, B1 to B4 units as emergency lights are on Inverter backup 30 minutes
   j. A minimum of 75% street lights should be on Solar PV.

   j. All provisions for any ELV system like Telephone/ data/ Fire detection system/ Public address system/ BMS/ Access control, CCTV etc. to be considered in all buildings.

7.3.2.5 B5 – Internal Roads which includes the development of:

   a. As per Master plan, suggested lanes –
      Outer roads (RCC) should be 7 meters wide with 2 lane and divider (1.5m)
      1. (ROW) 30m wide (R1, 2, 5) – 1697m approximately
      Internal roads (RCC) should be 9 meters wide no divider.
      2. (ROW) 18m wide (R3, 4, 6, 7) – 1505m approximately.
   b. Rigid pavement to be provided for roads
   c. Pavement, drainage, pipe culverts, road furniture and appurtenances is included in PCA scope.
   d. Street lighting systems as per applicable codes and mast posts- refer Section 7 A – Electrical (for street and general lighting, for common areas)
The scope of roads and associated infrastructure for all services – culverts, trenches, road crossings, hume pipes with pavements and road side drainage are all included in scope of PCA.
7.3.2.6 **B6 – Landscaping:**
a. Development and landscaping of green belt zone on the land area as detailed in the Annexure- I of this Document to be done by PCA. In addition to, conformance to the statutory authorities’ requirements also to be taken into consideration.

**Green Areas: (81047 sqm approximately)**
The tentative breakup of green area as per attached Master Plan is approximately given below:
- G1- 13390 sqm
- G2- 11290 sqm
- G3- 9810 sqm
- G4- 2785 sqm
- G5- 7515 sqm
- G6- 3173 sqm
- G7- 3166sqm
- Along transmission line boundary – 2285sqm
- Along Main gate boundary – 8010sqm
- Behind Central ware house boundary – 2185sqm
- Along Nullah sides – 4250sqm
- Along the road Sides – 17018sqm

The green areas inside the respective premises of all buildings under design and construction by PCA are also part of scope of the PCA and the same is included in the scope of respective building.

7.3.2.7 **B7 – Other /Miscellaneous facilities:**

- Make in India lion statue of 5 ft height and proportional length on a 7 ft high concrete platform with light arrangements to be provided by PCA near foundation stone plaque area.
- National Flag pole of height 306 ft post near foundation stone plaque area.
  [All civil structures should sustain wind load speed as per norms sustaining for Visakhapatnam keeping the maximum experienced wind speed. Permission for the same to be taken by PCA from relevant authorities.]
- External Boundary wall is required to be of RCC columns with block work of height 3metres and Y-type (2metre) barbed wire fencing on top at relevant locations. The boundary wall shall be strong enough to manage and withstand Cyclonic wind speed.
- All check points for security portable cabins space will be given to Agencies and scope of work for security cabins shall be in scope of Security Agencies.
- Construction of an office space G+1 structure completely finished and furnished as per the drawing provided with the RFP. The space shall be created and provided to AMTZ free of cost within 45 days of the signing of the Agreement.
  i. Office will be of permanent type.
  ii. Location for office as identified in Master Plan.
iii. Basic furniture’s, AC and lighting, telephone, data connections, firefighting arrangements etc. should be provided by PCA.

7.3.2.8 B7 – Construction of Storm Drainage (existing Nallah’s):

a. Total three Nallahs’ are running through this entire project. One Nullah partly (425 meters length approximately) is passing through the Phase-1 of the site. PCA shall construct this Nullah with RCC base slab and RCC walls as per the hydrological studies which PCA shall conduct. Barbed fencing of 2.0 metre height for all open sides of Nullah with green belt as per prevailing guidelines and norms to be provided. The land used towards Nullah construction shall be considered as green area. The cross sections of such Nullah shall be based on the hydrological studies and report. Consider the HudHud cyclone rainfall intensity for designing the Nullah RCC works.

b. Complete Site Drainage system to be planned along the roads in covered drainage system alongwith Rain water harvesting system.

7.3.2.9 B8 – Parking and related facilities:

a. Development of 2 nos.Bus stops as per approved design by AMTZ (reference image attaced with RFP) at designated spots within the zone, as provided in the Master Plan with basic amenities for normal drinking water to be given.

7.4 Category- III: C1 - Construction of Manufacturing Unit (Steel structure):

a. In Phase-1: No. of Manufacturing units to be designed and constructed shall be:
   a. 3.0acre- 02 nos.
   b. 2.0acre- 06 nos.
   c. 1.0acre- 02 nos.
   d. 0.25acre- 08 nos.

b. Minimum Built up area for each unit shall be 70 % of the plot size and as per GO 119 dated 28.03.2017 bye-laws, GVMC and other relevant bye-laws wherever applicable to be considered.

These units shall be from Pre-fabricated steel structure with Clear height of 9m (over 2m wall made of brick/block/concrete, 7m pre-fabricated structure). Rigid structural steel frame conforming IS or ASTM standard. Single skin sheeting conforming to relevant ASTM standard. (Standard steel panels are 0.5 mm or 0.6 mm thick and have minimum yield strength of 550 MPa. Steel panels are zinc/ aluminum alloy coated high tensile colour coated steel sheets Galvanized materials conform to G90 for 275 grams per square metre according to ASTM A653. Zinc-Aluminium coated materials conform to AZ150 according to ASTM A792, IS: 15961. Standard panels are prepared with a multi-layered coating system to ensure long life and optimum coating adherence. The base material is pre-treated, before applying a corrosion resistant primer and top coat. The combined thickness of the painted film is minimum 25 microns on the front side and minimum 12 microns on the reverse side.)
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF
ANDHRA PRADESH MEDTECH ZONE

a. For 3.0, 2.0, 1.0 acre plot, roads to be provided on minimum 02 sides. For 0.50 acre and
0.25 acre, road to be provided on one side.
b. The boundaries around each MU shall be demarcated by (i) 2m high brick wall on road
side and (ii) chain link fencing of same height on rest of the sides.
c. Concrete (VDF) floor with Epoxy and antistatic finish to be provided.
d. Maximum size of structure shall be as per the byelaws considering the setbacks. However,
AMTZ desires to have minimum 70% ground coverage if the same is permitted.
e. Small size office with toilet excluding internal partition walls and their finishes to be
provided.
f. One Main gate for each MU – Double leaf total of 3.5m width and 2.1 high.
g. Entry Rolling shutter dimension is 12’x12’ and exit Rolling shutter is 9’x10’ along with
normal doors.
h. Emergency exit for 3.0, 2.0, 1.0 acre unit consists of 2 nos. of (4’x8’) and for 0.50 & 0.25
acre unit consists of 01 nos. each of (4’x8’) respectively. However, the same shall be
increased if required as per the Fire norms or other statutory requirements.
i. Roof should have transparent sheets for minimum of 10% of area to have sufficient
sunlight.
j. MU (RCC) should be fully brick wall with RCC columns & slab with height of each floor
as 15 feet.
k. Connection of all the services (Electrical, water, sewage, fire, etc.) to be given at 1m from
the MU within the respective compound wall. Transformers shall be provided for all MU
by PCA.
l. The PCA scope excludes internal electrifications, water & sewage lines and fire
extinguishers.
m. Floor thickness 150mm with 8mm reinforcement mat, normal finish, foundation & gravel
filling to raise height to 3ft from plinth level, with a platform of size 2m wide x 5m long
with stairs of 150 mm riser & 300 mm tread.
n. Loading & Unloading bays to be provided.
o. The above specifications are guidelines for the design and finish of the RCC/Steel MU’s,
however any additional strength/specification required due to soil conditions/local
conditions, statutory requirements, byelaws and approvals, the same shall be presumed to
be included in the scope of PCA.
p. In addition to above, a Make in India Lion figure of 5 ft height with proportionate length
in front of every MU shall be provided. The same to be made of perforated Stainless steel
and should have lighting arrangements to highlight the same.

7.5 Site Survey, Design, Approvals and Construction

A. Site Survey
a. Review the survey data, soil investigation reports which can be seen and reviewed at
AMTZ office on request as necessary for the detailed design. Further carry out required
surveys or investigations which ever necessary other than the shared data by PCA.

B. Detailed Design
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

Preparation and submission of Detailed Design and drawings including design criteria, design parameters, design assumptions, method of analysis on all components of the project (Civil, Mechanical and Electrical units) conforming to Technical Specifications as defined in the RFP.

a. A team of architects, designers & detailers related to respective department along with color printing facilities (printer, scanner, plotter) should be stationed in AMTZ office for immediate response.

b. The detail designs shall be submitted to the Authority (AMTZ) for approval before execution and design/ drawings shall be proof checked by reputed institution/ agency. Submission of prints – 06 copies (02 for AMTZ+ 02 for PMC+02 for PCA) - final approved copies to be submitted. For approval purpose 02 copies are enough.

c. Details of control arrangement including drawings required for the execution of the work shall be submitted to Authority for approval.

d. Prepare and implement plans, designs, drawings, estimates and specifications for infrastructure, equipment and materials;

e. Identify project phases and elements and assign personnel to phases and elements- attach Site Organization Chart

f. Interpretation of the drawings in the detailed Master Plan during construction.

g. Monitor the progress of works and ensure compliance with general requirements of engineering standards/ practices including the environmental issues as applicable for the Project.

h. Determine and implement project schedule as per detailed master plan and specifications, calculating time requirements and sequencing project elements;

i. Prepare project status and trend analysis reports and recommendations

j. Maintain project schedule by monitoring project progress, coordinating activities and resolving problems

C. Statutory Approvals

a. All the civil and structural steel fabrication works shall be carried out as per the detailed description of the civil works

b. Secure all approvals prior to commencement of construction from the statutory authorities related to the construction of the manufacturing units, scientific facilities and commercial facilities. All operational approvals will be acquired by the respective users.

c. AMTZ shall make necessary arrangements for taking statutory or other governmental approvals required for construction of the project. The PCA shall support and facilitate the approval seeking process, by providing necessary information on specific requirements, timelines and procedures. Any statutory fees paid by PCA shall be reimbursed by the Authority against submission of documentary proof.

d. Obtaining Approvals & Consents from relevant authorities for specialized scientific facilities such as radiology approvals are to be taken from Atomic Energy by the respective scientific service providers which shall be facilitated by AMTZ
D. Construction, Trial and Testing

a. Undertake construction as per the approved design and the stipulated details specified above
b. Undertake additional designs and modifications, as needed, during construction
c. Preparation of as-built drawings of structures and a detailed project completion report.
d. Arrangement of all temporary sheds, office, goes downs etc. required for storage of materials, equipment and for supervisory personnel at Site.
e. Supply of all civil, mechanical, electrical, piping related items, etc at the Site.
f. To supply all equipment’s, to meet in all respect, the requirements of the Authority in regard to performance, durability and satisfactory operation. All equipment’s supplied shall conform to the relevant Indian standards. The sizes and numbers of the units prescribed for are based on authority’s preliminary design and may vary to suit conditions and requirements.
g. Carry out site clearing from all vegetation, trees, roots, etc. and leveling works
h. Development of greenbelt and landscaping services as per the plan
i. Preparation of monthly reports on the progress of the project work as a whole for the information of the authority
j. Carry out Performance Test prior to commencement of commercial operations.
k. Carry out Trial Runs for three months post commissioning of the infrastructure components such as Water supply, power supply, wastewater treatment, solid waste management etc
l. Submission of AS Built Drawings of the project in hard copies and soft copies – 6 sets each with all operationa and maintenance manuals.

E. Safety Standards

a. Making all necessary arrangements for safety of the laborers and workers including PMC, AMTZ and other visitors, as per stipulated employee safety standards by the Government
b. Ensure the provision of minimum safety gear including construction safety gear, masks, gloves and other essential inventory, as may be mandated by the safety standards.
c. Not limiting to the scope of work and the technical specifications defined above, the Bidder has to ensure that he considers time required for Approvals as well as all the items that are required for the Construction of the MedTech Zone to ensure the desired output characteristics and a trouble free operation within the quoted price.
Section 7 A Design basis for Electrical Systems:

1. Incoming power at 33 KV:

Description: Power will be drawn from Transmission Corporation of AP’s 33 KV substation (fed either from 132 or 220 K). For the purpose of estimation, the substation is considered to be situated on the south east of boundary of the plot. The client shall provide 03 feeders of 33KV for the same. The 33 KV power will be taken through OH lines wherever feasible and if not through 33KV cables.

2. 33/11KV substation:

Description: 03 substations of 33/11KV have been considered for ease of distribution of power at 11 K level. Each substation will consist of one 33/11KV 10MVA oil transformers with one outdoor 33KV CB and indoor 11KV switchgear. The 11 K board will have 4+1 spare outgoing feeders. It will also feed one 2.4 MVAR capacitor bank if required during system study. The system is designed and sized for an overall power factor of 0.85. Individual Manufacturing units shall be required to maintain their respective power factors at 0.90 or better. Auxiliary power for the SS shall be drawn from one 63 KVA 11KV/415V pole mounted transformer with 11 K supply tapped from 11KV OH line. A single battery bank of 24V is envisaged along with redundant float and single boost charger. DCDB will be housed in the charger panel. ADCB will be provided as required. One C & R panel for transformer protection and control (50,51,50N,51N,64R,87,SBEF distributed in 2 numerical relays, lock out relay, TVM class 0.5) will be provided.

3. 11KV/415V distribution:

Power will be distributed at 11KV level on single circuit OH lines with DOG conductor. Poles of pre-stressed concrete will be used. REC standard installation practice/APEPDCL standard will be followed. Only at difficult locations, aerial bundled cables (ABC) will be used. A total of 5 -11KV ring circuits are envisaged (emanating from one 11KV SS and ending in another). Sectionaliser (Isolator) will be provided along the route at intervals. This will provide the flexibility to isolate a faulted section and to restore supply to consumers who are connected to healthy sections. Tap-off will be provided on two pole structure (under 11KV OH line). In case of 11KV consumer, the tap-off will include CT PT and TVM of class 0.2 for the purpose of billing. An air break switch and DO fuse will be provided at the point of tapping. A 11 KV cable will take the power into the premises (crossing the road if necessary). A two pole structure will be provided in the corner of each plot. It will house the pole mounted 11KV/415 V transformer in case of LT consumers. A floor mounted feeder- pillar box will be provided below each transformer. It will house the incoming MCCB and feeder fuses, along with TVM of class 0.2 as required. Depending on the proximity of LT consumers, this, arrangement will extend the LT power to multiple LT consumers. In case of HT consumers, the 11 KV cable belonging to the MU will be terminated on the 2 pole structure within the plot.

Terminal point: In case of HT consumer, the terminal point is 11KV cable (to be supplied and installed by the MU). In case of LT consumer, the terminal point is the LT cable (to be supplied and installed by MU).

4. Common scientific Facilities:

Power will be extended to CSF at 11KV or 415V as detailed above for MUs. Internal illumination with LED luminaries is also to be considered in scope.
5. Common Commercial Facilities:

Power will be extended to CSF at 11KV or 415V as detailed above for MUs. Internal illumination with LED luminaries is also to be considered in scope.

6. Diesel generator back up is envisaged for CSF & CSSF with the following specifications:

Diesel generator for outdoor installation, complete with day oil tank, AMF panel (with ACB and necessary protections). Battery and charger, electronic governor, electronic voltage regulator, numerical protection, sound proofing, as per MOEFF/CPCB guidelines:
Rating---KVA at 50 degree ambient, 415 V, and 50Hz. Battery rated for minimum 3 consecutive start attempts. Rating shall be selected to match the load.

7. Outdoor illumination:

As required by client, High mast lights (on 16 meter pole with 9 nos of 400W HPSV luminaries) to be considered at road junctions (except at those locations where there are MUs on all sides, for which case regular street lighting is envisaged). Street lighting with lux level of 20 is envisaged. Poles of 30 feet have been considered as informed by client. Luminaries will be of LED type.

8. Solar power:

As required by client, a minimum of 75% of street lights will be powered on solar PV. For better efficiency of solar system it is envisaged to provide grid connected roof top solar system (without battery storage) to generate the solar energy during daytime and to feed in to the grid. The proposed PV installation capacity would be designed to generate the kWh units equal to the units consumed by the designated 75% street lights during the duty cycle. The roof top installations will be distributed over roofs of various common buildings appropriately.

Other facilities : ELV system like Telephone/ Data/ PA system/ BMS/ Access control/ CCTV/ FDPS are required to be provided by PCA for all buildings and Phase I of the park..

The electrical installation shall be in total conformity with the control wiring drawings prepared by the contractor and approved by the owner. All equipment shall be connected and tested in presence of an authorized representative of the contractor, PMC and AMTZ.
Format for Financial

Bid Financial
Proposal

Dated:

To

……………………………………

……………………………………

Tel:

Sub: Bid for Project Construction Agency (PCA) Contract for Infrastructure development works of Andhra Pradesh MedTech Zone, Visakhapatnam” (“Project”)

Dear Sir,

Having read through and examined the Request For Proposal (RFP) Document, RFP no the General Conditions, The Requirement and all other Annexures to the RFP Document, we offer to provide PCA services as detailed in the Tender document at the following:

<table>
<thead>
<tr>
<th>Category of Facility</th>
<th>Sub-category as per table of infrastructure required (refer Page- 24)</th>
<th>Cost (in INR) including taxes as applicable</th>
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<tr>
<td>Cat-I:</td>
<td>A5 to A9, B1 (1-5)</td>
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</tr>
<tr>
<td>Cat-II:</td>
<td>B2 – B7</td>
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</tr>
<tr>
<td>Cat-III:</td>
<td>A1 &amp; C1</td>
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</tr>
</tbody>
</table>

We confirm that this price covers all activities associated with the construction and development of the Andhra Pradesh MedTech Zone, as called for in the Tender document. We confirm that Andhra Pradesh MedTech Zone Limited will incur no additional costs.
PROJECT CONSTRUCTION AGENCY FOR INFRASTRUCTURE DEVELOPMENT WORKS OF ANDHRA PRADESH MEDTECH ZONE

whatsoever over and above this amount in connection with the provision of this service.
We undertake to hold this offer open for acceptance for a period of 180 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Andhra Pradesh MedTech Zone Limited.
We understand that our bid will be accepted only if it is the lowest and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.
We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

Yours faithfully,

Date:  
(Signature of the Authorized signatory)
Place:  
(Name and designation of the Authorized signatory)
## Annexeure-1 - Financial Bid Schedule giving the Breakup

<table>
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<th>S.no</th>
<th>Facilities/Works</th>
<th>no. of units</th>
<th>Land Area</th>
<th>Total land area</th>
<th>Built up/Carpet area</th>
<th>Unit for rate</th>
<th>Rate per unit in Rupees</th>
<th>Total Cost in Crores</th>
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<td>acre</td>
<td>acre</td>
<td>in sft</td>
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<td>Total of Phase I</td>
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<td>Common Scientific Facilities</td>
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<td>Administrative &amp; other facilities with 2 level car parking</td>
<td>1</td>
<td>1.5</td>
<td>1.5</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>Kalam Institute for Health Technology</td>
<td>1</td>
<td>0</td>
<td>16000</td>
<td>sft</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Administrative office block(including AMTZ, Licensing authorities, Import &amp; export, etc)</td>
<td>1</td>
<td>0</td>
<td>16000</td>
<td>sft</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Food court + Bank + Recreational area + Gym + Public utilities</td>
<td>1</td>
<td>0</td>
<td>48000</td>
<td>sft</td>
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<tr>
<td>4</td>
<td>Common office complex for MU/CSF + showrooms</td>
<td>1</td>
<td>0</td>
<td>32000</td>
<td>sft</td>
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<td>5</td>
<td>Two level car parking (underground parking)(min.250 car park)</td>
<td>0</td>
<td>75000</td>
<td>sft</td>
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<tr>
<td>Cat-2</td>
<td>Cat-2 (Development) - Common Social and support Facilities (CSSF) - B2 to B7</td>
<td>39.4</td>
<td>acres</td>
<td></td>
<td></td>
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<tr>
<td>B2</td>
<td>Waste Management Facilities (Sewage treatment, solid waste management, etc)</td>
<td></td>
<td></td>
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<tr>
<td>B3</td>
<td>Water storage - Overhead Tanks</td>
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<td></td>
<td></td>
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<tr>
<td>B3</td>
<td>Water treatment plant</td>
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<tr>
<td>B4</td>
<td>Main Grid sub-station</td>
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<tr>
<td>B4</td>
<td>Local Power station (01 no.) &amp; Power back-up - electrical distribution, DG set, High Mast, External lighting</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>B5(a)</td>
<td>Roads, Signages, pavement</td>
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<tr>
<td>B5(b)</td>
<td>Bus stop (02 nos. sheltered bus stops)</td>
<td></td>
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<td></td>
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<tr>
<td>B6</td>
<td>Green Belt + garden</td>
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<td></td>
<td>Other miscellaneous facilities (boundary wall)</td>
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<td></td>
<td>Other miscellaneous facilities (nullah length of 450 metres)</td>
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<td></td>
<td>Other miscellaneous facilities (site office)</td>
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<tr>
<td></td>
<td>Other miscellaneous facilities (fire station)</td>
<td></td>
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<td></td>
<td>Other miscellaneous facilities (rainwater harvesting)</td>
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<td></td>
<td>Other miscellaneous facilities (garbage disposal area)</td>
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<td></td>
<td>Other miscellaneous facilities (national flag)</td>
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<td>Cat-3</td>
<td>Cat-3 (Construction) - A1 &amp; C1</td>
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<td>A1</td>
<td>AMTZ Central Warehouse</td>
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## Andhra Pradesh Medtech Zone

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<tr>
<th>No.</th>
<th>Product Description</th>
<th>MU-1</th>
<th>MU-2</th>
<th>MU-3</th>
<th>MU-4</th>
<th>MU-5</th>
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<tr>
<td>1</td>
<td>Type 1 (1 acre)</td>
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<td>MU-Type3 (0.25 acre)</td>
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<td>MU-Type4a (2 acre)</td>
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<td></td>
<td>MU-Type4b (2 acre)</td>
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<td>2</td>
<td>6</td>
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<td>178960 sft</td>
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<td></td>
<td>MU-Type5 (3 acre)</td>
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<td>3</td>
<td>6</td>
<td></td>
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<td>164800 sft</td>
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<tr>
<td>2</td>
<td>Car parking</td>
<td>1</td>
<td>1.69</td>
<td>1.69</td>
<td></td>
<td></td>
<td>57405 sft</td>
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**Note:**

1. PCA to quote the Cat 1 - A as per built up areas provided, Cat 1 –B as per carpet areas provided (considering the add on in area for common areas etc), Cat 2 as per site area (balance site area of Phase I after deducting plot areas of Cat 1 & Cat 3) in acres and Cat 3 as per built up areas provided.

2. Any variation in site area, built up area, carpet area upto 10% plus or minus shall be deemed to be included in the rates quoted by the PCA.

3. PCA can give separately breakup of Cat 2 rates for different components from B2 to B7 which shall total to the total quote given for the Cat 2 amount.

**Date:**

(Signature of the Authorized signatory)

**Place:**

(Name and designation of the of the Authorized signatory)
Completion Time and Delay Default

1. The PCA Contractor hereby guarantees that they will abide to the Completion of Civil, Mechanical and Electrical Works as stipulated as the part of the contract within the stipulated time frame of XXX months, as specified in the terms of reference. Failure to complete the works within the stipulated time frame would attract penalty of 3% of the estimated cost of scheduled work for that particular milestone with every week of delay. The estimated cost of a particular milestone shall be submitted to AMTZ at least two weeks in advance. In any difference of the estimated cost, the decision taken by AMTZ after due consultation with the Project Construction Agency shall be final.

Compliance to Standards

2. The PCA Contractor, on behalf of the Authority, shall act as the general contractor for the Project and shall be solely responsible for the engineering, procurement and construction of the Work, including, without limitation, the overall oversight and coordination of construction of the Facility in accordance with: (a) the Specifications; (b) the Authorizations for the Facility; (c) the terms of this Agreement; (d) the Traffic Control Plan, the Safety Plan and the Security Plan; and (e) all applicable Laws.

3. The PCA Contractor shall communicate regularly with Project manager (appointed by the Authority) on the need of inspection of completed portions of the Work for check and conformity with the Specifications and for freedom from defects. The PCA Contractor shall accompany Project Manager on such inspections as necessary under the circumstances. In the event that Project Manager notifies PCA Contractor of defective work that: (a) has the potential to have a material impact on the Cost of the Work or the Project Schedule; or (b) indicates a systemic problem (i.e., a persistent, widespread and/or material problem for the Project) with any piece of equipment, any portion of the Work, or the performance of any Major Equipment Supplier, the PCA Contractor shall within 3 Business Days notify and provide relevant information to the Authority. Such information shall include the nature and extent of the problem, the cost and delay associated with the defective Work (if known), and the steps that PCA contractor will take as remedy for the defective performance, including any remedies that they are pursuing under the applicable contract.

4. For every noncompliance to the set standards, a penalty of INR 1,00,000 (Rupees One Lakh Only) shall be imposed.

5. Prevention of any incident/ accident leading to injury, disability or death shall be the responsibility of the construction agency. In such cases of injury, disability or death, arising out of construction activity, the construction agency shall be liable for provision of compensation to aggrieved party, where the compensation shall be decided by the government. AMTZ will not be liable for any compensation in such cases.

Defects and Remedial Action

6. In the event of any design or construction defects (“Defects”) that cause it to fail or meet any design, construction or completion standard as per the Specifications or the Agreement,
then Contractor shall, make (or cause to be made) the Remedial Measures necessary to remedy the Defects.

s7 If any breach arises due to ‘defects’, the Contractor shall, at its sole cost and expense and subject to the Damages Cap, promptly correct, replace or repair, at Authority’s selection, any defect in design, engineering, materials, workmanship or operability discovered during the Warranty Period (which is three years- 36 months, from the date of commercial operations). Any such correction, replacement or repair prior to the completion shall not be considered a Remedial Measure. Contractor’s correction, replacement, or repair shall be made with due regard to Authority’s operational requirements. Failure on the part of the PCA contractor to respond to this within 15 days of the said request will attract liquidated damages and the authority will forfeit the Performance Bank Guarantee.

8 Any failure of the structure (beams, columns, trusses, purlins, curtain walls above five feet, appearance of air gaps and failure of structure), will be considered as ‘major constructional defects’, attracting a penalty of 50% of the stipulated constructional unit cost (of that particular complete structure/ unit). Additionally, remedial measures for reconstruction of the constructional defect, at no additional cost, will have to be undertaken within 15 days, or as approved by AMTZ.

9 In the event the Remedial Measures include supplying equipment and materials that were necessary, but omitted from its construction, Owner shall pay for the costs of such omitted equipment and materials as part of the Cost of the Work if such Remedial Measure is implemented to address Defects discovered before the date of completion. If the Remedial Measure is implemented to address Defects discovered after the completion, Owner shall not be obligated to pay any portion of the cost of the omitted equipment and materials.

Compliance to Good Practices and Contractor’s Warranties

10 The PCA Contractor shall perform the Work, including its design and engineering services hereunder, and will procure all materials hereunder using its best skill and attention, in accordance with Good Utility Practice associated with engineering and procurement.

11 The PCA Contractor shall perform its construction services hereunder in a good and workmanlike manner and otherwise in accordance with Good Utility Practice associated with constructing facilities such as the Facility. The Contractor shall have no obligation for breach of warranty to the extent any deficiencies are the result of Force Majeure, normal wear and tear, misuse or negligence by Owner or someone other than Contractor acting on Owner’s behalf.

12 The PCA contractor shall ensure that all materials procured or furnished by Contractor hereunder shall be new (unless otherwise agreed by Owner in writing), of good quality and in accordance with the specifications set forth in this Agreement and the Schedules. The PCA contractor will have to replace any identified deviations with immediate effect and a failure to do so will result in liquidated damages to the extent of 90% of the Performance Bank Guarantee and can lead to cancellation of the contract.
Indemnification

13 The Authority shall assume and retain all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Contract, where such liability is proximately caused by the acts or omissions of any of the officers, employees or agents of Authority while acting within the scope of their employment. The PCA Contractor shall indemnify Authority against any and all loss or damages that Authority may incur as a result of any claim of persons other than authority, the PCA Contractor, or their respective employees and agents, to the extent same (a) arise out a breach by Contractor of its obligations under this Agreement, or (b) are caused by the negligence or intentional or willful misconduct of the PCA Contractor, the Subcontractors or their agents or employees.

14 The PCA Contractor shall indemnify and hold harmless the Authority from all liabilities, damages, costs or expenses incurred by Authority by reason of any lien filed against the Authority by any Subcontractor of Contractor in connection with the performance of the Work. Any Party entitled to indemnification or other protection under this point 8 above, shall keep the benefited party apprised of the status of all claims with respect to which it is entitled to such indemnification or protection, and shall not settle any such claim without the consent of the benefited party, such consent not to be unreasonably withheld or unduly delayed.
CONTRACT AGREEMENT

This CONTRACT AGREEMENT is entered into this 15th day of June, 2017.

BETWEEN

(1) Andhra Pradesh MedTech Zone Limited (AMTZ), a corporation incorporated under the laws of India and having its principal place of business at AMTZ, Hill No. 2, IT Park Madurwada, Distt-Visakhapatnam, Pin-530045, Andhra Pradesh, India (hereinafter called “the OWNER” or “AMTZ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

(2) [Redacted], means the selected bidder, a company incorporated under the laws of India and having its registered office at [Redacted] (hereinafter called “the PCA” or “the Contractor” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.
WHEREAS the

A) Owner intends to undertake “Infrastructural Development Works for Andhra Pradesh Med Tech Zone” (hereinafter referred to as the Project”) at Vishakhapatnam”

B) The Owner had prescribed the technical and commercial terms and conditions, and invited bids (the “Request for Proposals” or “RFP”) from the bidders.

After evaluation of bids received, the Owner had accepted the bid of selected bidder and issued its Letter of Intent Ref. No.: ________________ dated ________________ (hereinafter called the “LOI”) to the selected bidder to undertake The Infrastructure Development Works required for development of Medical Device Manufacturing Park at Vishakhapatnam at the fixed contract price specified hereinafter.

C) The PCA has conveyed its acknowledgement vide following letters
NOW THEREFORE, in consideration of the foregoing and respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay to the PCA, in consideration of the obligations specified herein, the estimated Contract Price under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound, hereby agree as follows:

ARTICLE - 1: CONTRACT DOCUMENTS

1.1 Contract Documents

The following documents shall constitute the Contract between the Owner and the PCA, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices hereto:

1.2 All the aforesaid contract documents referred to in paragraph 1.1 above shall form an integral part of this Agreement. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by PCA in its technical or financial bid but not agreed specifically by the Owner, shall be deemed to have been automatically withdrawn by the PCA without any cost implication to the Owner. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the “Contract”.

1.3 Order of Precedence

The documents forming the Contract are to be taken as mutually explanatory of one another. In the event of any ambiguity or conflict between the Contract Documents listed above, for the purposes of interpretation, the order of precedence shall be in accordance with following sequence::

1.3.1 Approved Drawings
1.3.2 Contract dated -------
1.3.3 Conditions of Contract
1.3.4 Acknowledgement of LOI
1.3.5 LOI
1.3.6 Bid as submitted
1.3.7 Schedules to the Contract
1.3.8 Annexure to the Contract
1.3.9 Scope of Work
1.3.10 RFP

1.4 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract (Schedule II)

ARTICLE – 2: CONTRACT PRICE

Contract Price for Phase-I Scope (as per Annexure-I) of this Agreement shall be as under:

The total estimated contract price for agreed scope of work is INR __________________. Only (____________________ only). The work consists of Scientific Facilities, Manufacturing units and land development. The total number of units, scientific facilities and associated land development including ground infrastructure would be taken up for construction in various phases, as well as number of phases shall remain the sole discretion of owner.

As per the financial bid submitted and further discount offered by PCA, the rates based on construction area/development area are as below:

The above rates are based on the RFP documents, Corrigendum, Clarification and Addendum issued by the Owner and Offer submitted by the PCA.

2.1 Terms and Procedures of Payment

The payment procedure is defined in the Conditions of Contract (Schedule II).

ARTICLE – 3: TAXES AND DUTIES

3.1 The quoted prices shall be exclusive of all applicable Taxes and Cess which shall be reimbursed extra at acturals on furnishing of necessary documentary evidences. The Owner reserves the right to seek proof of payment of the taxes, duties, cess etc., if required. In such cases, further payment due to the PCA shall be released after furnishing documentary proof of the same.
3.3 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

3.4 Corporate Tax Liability if any shall be to Contractor’s account.

ARTICLE – 4: ESCALATION

The Unit rates shall be firm and fixed for a period of 4 years from the base date i.e. date of submission of financial bid ( ). If the construction continues beyond four years, unit rates of Cat.I, Cat.II and Cat. III shall increase with increase in CPI of respective year.

ARTICLE – 5 : EFFECTIVE DATE, COMMENCEMENT DATE & CONDITIONS PRECEDENT

5.1 Effective Date: The contract shall come into full force and effect for all purposes and intents from the date of signing of this Contract Agreement. From the date when Contract becomes effective, the PCA shall carry out Environmental Impact Assessments (EIA) and obtain necessary Environmental Clearance from the Competent Authority.

5.2 Commencement Date of Works: The Commencement Date Works shall be the date notified by the Owner to the PCA to commence the works after receipt of Environmental Clearance by the Owner.

5.3 Commencement Date of Phase: The Commencement Date of Phase shall be the date notified by the Owner to the PCA to commence works under a particular phase. It is clarified that Commencement Date of Works and Commencement date of Phase for Phase I works shall be same. For other phases of work, the Owner shall notify the Commencement Date of Phase separately. The PCA shall commence the designs and execution of the Works under each phase as soon as is reasonably practicable after the Commencement of Date of Phase, and shall then proceed with the works with due expedition and without delay.

5.4 Time for Completion: The PCA shall complete all work which is stated in the Contract within the Time of Completion for the Works or Sections (as the case may be), including achieving the passing of Test on Completion as detailed out in Schedule II (Time Schedule):

In every phase, construction of manufacturing units shall be the priority work.

The Owner will provide the PCA notice to proceed for the subsequent phase at least 90 days prior to expected start of the project. In case of re-
mobilization, Owner will intimate the PCA regarding commencement of subsequent phase(s) with the following mutually agreed conditions:

i) Re-Mobilization period would be 90 days from the Date of Commencement of Phase.

ii) If PCA considers himself to any additional cost on account of re-mobilization, he shall give a notice to Owner along with the details of additional cost incurred. After receiving such notice, Owner shall proceed to agree or determine the actual cost incurred by PCA.

5.5 Expiration of Contract: Unless terminated earlier as per the relevant provisions of the Contract, this Contract shall expire when all the obligations of PCA has been completed and Performance Certificate has been issued to PCA.

ARTICLE – 6: AUTHORIZATION

It is expressly understood and agreed by and between the Parties that they are entering into this Agreement solely on their own behalf and not on behalf of any other person or entity. It is also expressly understood and agreed that the Parties are Independent legal entities with power and authority to enter into contracts solely on their own behalf under the applicable laws of their country and the general principles of Contract Law.

ARTICLE – 7: SCHEDULE, APPENDICES & ANNEXURE

The Schedules, Appendices and Annexure listed herein below shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Schedule, Appendix and/or Annexure shall mean the Appendices and Annexure attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the OWNER and the PCA have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of Andhra Pradesh MedTech Zone Limited (Owner)
In the presence of

------------------------------------------

Signed by for and on behalf of _______________________ (PCA)

------------------------------------------

(__________________________)

in the presence of

------------------------------------------

(__________________________)

APPENDICES
SCHEDULE - II

CONDITIONS OF CONTRACT
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<th>Section</th>
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<td>1.0 Conditions of Contract</td>
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<tr>
<td>2.0 General Provisions</td>
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<td>3.0 Statutory Approvals</td>
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<td>4.0 Terms of Payment</td>
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<td>13.0 PCA’s Labour, Staff and Personnel</td>
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<td>14.0 Confidentiality</td>
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<td>15.0 Dismantling/re-engineering</td>
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<td>16.0 Defects Liability</td>
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<td>17.0 Liquidated Damages for Delay in Completion of Works</td>
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<td>18.0 Regulation of Local Authorities and Statutes</td>
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<td>19.0 Works on Site</td>
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<td>20.0 Co-operation with other Contractors</td>
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<td>22.0 Discipline of Workmen</td>
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<td>23.0 Workmanship &amp; Inspections</td>
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<td>24.0 Force Majeure</td>
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<td>25.0 Extension of Time for Completion</td>
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1. **Conditions of Contract**

   These Conditions of Contract shall form a part of the Contract and shall be read and interpreted in conjunction therewith.

2. **General Provisions**

2.1 **Definitions**

   In the Contract, unless the context requires otherwise the words and expressions defined below shall have the meaning hereinafter assigned to them. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

2.1.1 **“Applicable Laws” or “Laws”** means all laws, rules and regulations applicable in India and State of Andhra Pradesh.

2.1.2 **“Agreement”** shall mean the Agreement (entitled "Contract Agreement") executed by the parties to which these Conditions are annexed and also includes supplements & amendments if any to the Contract.

2.1.3 **“Defects”** means any design or construction defects.

2.1.4 **“Competent Authority”** means any agency, authority, department, inspectorate, ministry or statutory person (whether autonomous or not) of Government of India (GOI), and the Government of State of the Republic of India or any local authority where the project is located.

2.1.5 **“Party”** means the Owner or the PCA, as the context requires.

2.1.6 **“OWNER or AMTZ”** shall mean Andhra Pradesh MedTech Zone Limited, having its administrative office at AMTZ, Hill No. 2, IT Park Madhurwada, Distt-Visakhapatnam, Pin-530045, Andhra Pradesh- India including its successors or assignees as well as its authorized officers / representatives.

2.1.7 **“PCA (Project Construction Agency) or Contractor”** shall mean a company incorporated under the laws of India and having its Registered office at
2.1.8 “Project Management Consultant or PMC” shall mean any agency(ies) appointed by the Owner as PMC and communicated so to the PCA including its authorized officers / representatives, appointed by the Owner for the purposes of the Contract.

2.1.9 “Owner’s Personnel” means the PMC including its authorized officers / representatives, and all other staff and other employees of the Owner; and any other personnel notified to the PCA by the Owner or the PMC, as Owner’s Personnel.

2.1.10 “PCA’s Representative” means the person named by the PCA in the Contract or appointed from time to time by the PCA, who acts on behalf of the PCA.

2.1.11 “PCA’s Personnel” means the PCA’s representatives and all personnel whom PCA utilizes on Site, who may include staff, labor and other employees of the PCA and of each Subcontractor; and any other personnel assisting the PCA in the execution of the Works.

2.1.12 “SUB CONTRACTOR” shall mean the person / firm appointed as a Subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

2.1.13 “Base Date” means the date of submission of financial proposal, which is [23-02-2017].

2.1.14 “Phase” shall mean the scope of work as defined in the phase wise break up of work and value agreed by both the parties.

2.1.15 “Commencement Date of Works” means the date notified by the Owner to the PCA to commence the works after the receipt of Environmental Clearance by the Owner. It shall also be the date of signing of this document by both parties.

2.1.16 “Commencement Date of Phase” means the date notified by the Owner to the PCA to commence works under a particular phase.

2.1.17 “Date of Completion” means the date of issue of taking over certificate for respective structures.

2.1.18 “Time for Completion” means the time for completing Works, with any allowed
extension, calculated from the “Commencement Date of Works”.

2.1.19 “Time for Completion of a Phase” means the time for completing Works under the particular phase with any allowed extension, calculated from the “Commencement Date of Phase”.

2.1.20 “Taking –Over Certificate” means the certificate issued by the Owner to the PCA, after the Works or Sections under a Phase has been completed in accordance with the Contract, after getting it duly reviewed, measured and audited by PMC and other competent authorities as may be required by AMTZ.

2.1.21 “Defects Notification Period” means the period of defect liability.

2.1.22 “Performance Certificate” means the certificate issued by the Owner to the PCA, stating the date on which the PCA completed his obligations under the Contract. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

2.1.23 “DATE OF CONTRACT” shall mean the calendar date on which the OWNER and PCA have signed the ‘CONTRACT’.

2.1.24 “CONTRACT PRICE” shall mean the price mentioned in the Contract Agreement area.

2.1.25 “Owner’s Instruction” shall mean any drawing and/or instructions, details, direction and explanations issued by the Owner or PMC in writing from time to time until the issue of “Performance Certificate”.

2.1.26 “GOI” shall mean the Government of India; “GoAP” shall mean Government of Andhra Pradesh.

2.1.27 “LETTER OF INTENT / LETTER OF AWARD” shall mean the official notice issued by the OWNER notifying the PCA that his proposal has been accepted and that the PCA is required to sign the ‘CONTRACT’.

2.1.28 “Day” means a calendar days, a “Month” shall mean the calendar month and a “Year” means 365 days.

2.1.29 “PROJECT” shall mean the “Infrastructure Development Works for Andhra
Pradesh Med Tech Zone”.

2.1.30 “Project Site or Site” shall mean AMTZ Project Site, Vishakhapatnam, Andhra Pradesh, where the Permanent Works are to be executed.

2.1.31 “STATUTORY CLEARANCE” means any consent, license, approval, permit and authorization of whatsoever nature which is required to be granted by any Competent Authority of the Government in India or Government of State of Andhra Pradesh.

2.1.32 “TECHNICAL SPECIFICATION” shall mean the Specifications and Documents forming a part of the Contract.

2.1.33 “PCA’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects.

2.1.34 “Materials” means things of all kinds intended to form or forming part of the Permanent Works, including the supply – only Materials (if any) to be supplied by the PCA under the Contract.

2.1.35 “Plant” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.

2.1.36 “Permanent Works” means the Permanent Works to be designed and executed by the PCA under the Contract.

2.1.37 “Temporary Works” means all Temporary Works of every kind requires on Site for the execution and completion of the Permanent Works and remedying of any defects.

2.1.38 “Section” means a part of Works.

2.1.39 “Works” means the Permanent Works and Temporary Works, or either of them as appropriate.

2.1.40 “PCA’s Documents“ means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature supplied by the PCA under the Contract.

2.1.41 ”Unforeseeable" means not reasonably foreseeable by PCA by the date for submission of the Technical and Financial Bid.
2.1.42 "Variation" means any change to the Owner’s requirements or the Works, which is approved by the Owner & accepted by the PCA as a Variation.

2.1.43 Built up Area - is a product of gross building area in sqft and nos. of floors where the gross building area includes carpet area, wall thicknesses, stairwell, entrance lobby, lift well, generator room, electrical room, gas banks, Mumty, etc.

2.1.44 Constructable Area - is a gross building area measured along the external peripheral lines of the buildings / structures under the ground or over the ground whichever is higher in square foot.

2.1.45 Development Area - is the net area within the site boundary after deducting the gross building area of individual building as defined in the Constructable Area from the total area of the Site. The total area of the Site is the area within the site boundary arrived from the calculations from the coordinates given during pre-bid stage.

2.2 Interpretations

In the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;

(b) words indicating the singular also include the plural and words indicating the plural also include the singular;

(c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and

(d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

2.3 Law and Language
2.3.1 The Contract shall be governed by laws, rules and regulations applicable in India, and State of Andhra Pradesh.

2.3.2 The language for all communications under this Contract Shall be English.

2.4 Assignments
Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract, without prior agreement of the other Party.

2.5 Care and Supply of Documents
Each of the PCA’s Documents shall be in the custody and care of the PCA, unless and until taken over by the Owner. Unless otherwise stated in the Contract, the PCA shall supply to the PMC three copies of each of the PCA’s Documents.

The PCA shall keep, on the Site, a copy of the Contract, copy of applicable Standard and codes, the PCA's Documents, and Variations and other communications given under the Contract. The Owner’s Personnel shall have the right of access to all these documents at all times.

If a Party becomes aware of an error or defect of a technical nature in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect and bring it to notice of the Owner. The correction, if so agreed by the Owner shall be made to come to effect from the 1st calendar day of the subsequent month.

3.0 Statutory Approvals
PCA shall secure specific approvals related to only the construction activities prior to commencement of construction. PCA shall not be directly responsible for any other statutory approvals and their scope is limited to assist / support owner for the approval
process from the statutory authorities. All operational approvals will be acquired by the respective users.

AMTZ shall make necessary arrangements for taking statutory or other governmental approvals required for implementation of the project. The PCA shall support and facilitate the approval seeking process, by providing necessary information on specific requirements, timelines and procedures. Any statutory fees paid by PCA shall be reimbursed by the Authority against submission of documentary proof.

Approvals & Consents for specialized scientific facilities such as radiology approvals which are to be taken from relevant authorities like Atomic Energy shall be obtained by the respective scientific service providers.

4.0 Terms of Payment

4.1 Currencies of Payment
All payments under the Contract shall be made in INDIAN RUPEES.

4.2 Advance Payment
The Owner shall make an interest free mobilization advance up to 5% of order value, against a valid additional Bank Guarantee(s) of equivalent amount valid up to contract execution schedule on quarterly diminishing value.

PMC shall issue an Interim Payment Certificate for the payment of mobilization advance after receiving application from PCA and after the Owner receives (i) Performance Security in accordance with conditions of Contract and (ii) Bank guarantee in amounts and currencies equal to advance payment.
If the advance payment has not been adjusted prior to the issue of the Taking-Over Certificate for the Works, the whole of the balance then outstanding shall immediately become due and payable by the PCA to the Owner.

4.3 Application for Interim Payment Certificate
The PCA shall submit statement in three copies to the PMC, after the end of each month, in a form approved by the Owner, showing in detail the amounts to which the PCA considers himself to be entitled, together with supporting documents which shall include, but not limited to the relevant report on progress and quality control.

The payment against each category of construction as mentioned shall become due upon 100% completion of the said structure in case of Manufacturing Units and Scientific Laboratories and to the extent of complete technical scope of work in case of general land development. In subsequent phases after phase-1, where multiple phases may be undertaken simultaneously at the discretion of the owner, the Owner may, upon such request from PCA, may choose at its sole discretion to make payment based on certain specific milestones for each structure to ensure timely completion of works as may be arrived upon and approved by the owner. The total number of structures and total number of phases that may be taken up under this contract shall remain owner’s discretion and the same shall have no bearing on the milestone payment, if and when agreed to by the owner.

The Statement shall include the following items, as applicable, which shall be expressed in INDIAN RUPEES, in the sequence listed:

(a) 100% value of the Cumulative and complete Works executed for various structures and the PCA’s Documents produced up to the end of the month including adjustments as described in sub-paragraphs (b) to (e) below;
(b) any amounts to be added and deducted for changes in legislation and price adjustments
(c) amount to be deducted for retention (@ 10%), of the total of the above amounts
(d) amounts to be adjusted pro-rata for the advance payment
(e) the deduction of amounts certified in all previous Payment Certificates

4.4 Issue of Interim Payment Certificate

No amount will be certified or paid until the Owner has received and approved the Performance Security as per the provisions of the Contract.

Thereafter, the PMC shall, within 15 days after receiving a statement and supporting documents, submit to the Owner an Interim Payment Certificate which shall state the amount which the PMC has determined to be due, with supporting particulars. This amount shall be further subjected to scrutiny by Owner, including technical and financial audit as may be required.

An Interim Payment Certificate shall not be withheld for any other reason, except:

(a) if anything supplied or work done by the PCA is not in accordance with the Contract,
(b) the cost of rectification or replacement shall in such cases by that of PCA
(c) if the PCA was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the PMC, the value of this work or obligation may be withheld until the work or obligation has been performed.
The PMC may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.

A payment certificate shall not be deemed to indicate the PMC’s acceptance, approval, consent or satisfaction.

(d) Any deviation or change in payment required as per the assessment of PMC, shall be communicated by PMC to PCA within 15 days with a copy to the Owner.

4.5 Payment

The Owner shall pay to the PCA:

(a) The advance shall be paid within 30 days after receiving:
   i. The Interim Payment certificate from PMC based on the application from PCA
   ii. The Performance Security in accordance with conditions of Contract and
   iii. Bank Guarantees in amounts and currencies equal to advance payment
   iv. Assessment of the validity of payment certificate

(b) The progressive monthly payment against running account bills shall be paid within 30 days after receiving:
   i. The certified Interim Payment certificate from PMC based on the application / submission of measurements & invoice from PCA.

(c) The Final bill shall be raised by the PCA on taking over of the facilities phase-wise by the Owner. The amount excluding the retention money shall be released within 30 days after certification of Interim Payment certificate by the PMC.
(d) The amount certified in the Final Payment Certificate, i.e. the retention money shall be released within 30 days after the Owner receives this Payment Certificate.

The Owner shall make all reasonable effort to release the certified payment to PCA within the time periods as stated above. However, if there is delay on part of the Owner to make the certified payment, no interest, whatsoever shall be paid by the Owner?

Payment of the amount due shall be made into the bank account, of PCA, for which the PCA shall open a separate ESCROW bank account for the project.

4.6 Payment Schedule

(a) Based on the amount of works completed Phase-wise, the payment shall be released as per Milestone billing schedule (Annexure-II) based on the total built up square feet of total works completed multiplied with the rate of that specific category, i.e., Cat-Ia, Cat-Ib, Cat-II & Cat-III.

(b) In any case, the defect liability amount shall be retained as specified in this contract.

4.7 Payment of Retention Money

The Owner shall release the retention money to PCA within 60 days after the expiry of the Defect liability period.

4.8 Statement at Completion

Within 60 days after receiving the Taking-Over Certificate for the Works, the PCA shall submit to the PMC six copies of a statement at completion with supporting documents in accordance with clause “Interim Payment Certificate” showing:

a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
b) any further sums which the PCA considers to be due, and

c) an estimate of any other amounts which the PCA considers will become due to
   him under the Contract. Estimated amounts shall be shown separately in this
   statement at completion.

The PMC shall then certify and issue Interim Payment Certificate in accordance
with the relevant clause, after assessing the validity of the documents and its
confirmation with on-site report. In case there be any deviation, PMC shall bring
the same to the notice of PCA within 30 days.

4.9 Application for Final Payment Certificate

The Final Payment Certificate shall be issued by the Owner Within 60 days after the
expiry of DLP (defect liability period) Upon receipt of the Final Payment Certificate,
the PCA shall submit, to the Owner, six copies of a draft final statement with
supporting documents showing in details all required information, which shall include
but will not be limited to:

(a) the value of all work done in accordance with the Contract, and

(b) any further sums which the PCA considers to be due to him under the Contract or
   otherwise.

The PCA shall submit a draft final statement 30 days prior to the expiry of the 12 months
after handing over of facilities. If the Owner disagrees with or cannot verify any part of
the draft final statement, the PCA shall submit such further information as the Owner
may reasonably require and shall make such changes in the draft as may be agreed
between them. The PCA shall then prepare and submit to the Owner the final
statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Owner and the PCA and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Owner shall process an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved, the PCA shall then prepare and submit to the Owner a Final Statement.

4.10 Discharge

When submitting the Final Statement, the PCA shall submit a written discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the PCA under or in connection with the Contract.

5.0 Insurance

Insurance of PCA's personnel, their Subcontractor's personnel, construction machinery & vehicles shall have to be arranged by the PCA at their own cost. Any liability arising due to PCA's'/ their Subcontractor's personnel shall be to PCA's account.

5.1 The Insurance shall cover the period from Effective date of the Contract till scheduled date of construction Completion.
5.2 PCA shall arrange insurance policie(s) for the construction work limiting to, Contractor All Risk (CAR) Policy, Marine & Erection all risk policy as applicable for which he is responsible with the insurers. Within 30 days of Effective Date, the PCA shall provide the copies of all insurance policies and receipts of premium paid and other connected documents.
5.3 The PCA shall comply with the conditions stipulated in each insurance policies. The PCA shall keep insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

5.4 PCA shall not make any material alteration to the terms of any insurance without the prior approval of the Owner. If the insurer makes (or attempts to make) any alteration, the PCA shall give notice to the Owner.

5.5 If the PCA fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the Owner may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due, and deduct this cost from amounts due to be paid to PCA.

5.6 Nothing in this Clause limits the obligations, liabilities or responsibilities of the PCA or the Owner, under the other terms of the Contract or otherwise. Any amounts not insured but falling under CAR / Marine / EAR Policy as defined above or not recovered from the insurers shall be borne by the PCA in accordance with these obligations, liabilities or responsibilities.

5.7 Insurance shall be taken from an IRDA approved Agency preferably that which is selected/empaneled by Owner.

The property & the facilities constructed or under construction shall be insured by AMTZ

6.0 Compliance with Laws and Regulations

The works carried out by the PCA at site shall comply with all relevant Indian Laws and Regulations.

PCA shall indemnify and hold the Owner harmless against and from the consequences of any failure to do so.

7.0 Standards and Codes
All Supply & Services covered under this specification shall comply with the requirements of the relevant Indian codes and standards, as specified in the Contract.

8.0 Site handing over protocol
The Owner shall hand over the site for construction work clearly demarcating the Boundary of the site free from all encumbrances as per joint protocol signed by PCA and the Owner. The right and possession may not be exclusive to the PCA.

The Owner shall give the PCA right of access to, and possession of, the Site within such times as may be required to enable the PCA to proceed in accordance with agreed programme for construction.

If the PCA suffers delay and/or incurs Cost as a result of a failure by the Owner to give any such right or possession within such time, the PCA shall give notice to the Owner and shall be entitled to an extension of time for any such delay, if the completion is or will be delayed.

After receiving this notice, Owner shall proceed to agree or determine these matters in accordance with provisions of Contract.

9.0 Taking Over Protocol

9.1 Tests on Completion

9.1.1 PCA’s Obligation
The PCA shall carry out the Tests on Completion in accordance with, after providing As – built Documents and required operations and maintenance manuals.
The PCA shall give to the Owner not less than 21 days’ notice of the date after which the PCA will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as mutually agreed.

Tests on Completion shall include the appropriate inspections and all other appropriate operational tests to demonstrate that the Works can be operated safely and perform reliably and in accordance with the Contract.

If the all Work or a section of Work fails to pass the Tests on Completion, the PCA shall carry out the necessary remedial measures and apply for retesting following the above stated procedure.

9.1.2 Delayed Tests
If the Tests on Completion are being unduly delayed by the PCA, the Owner may by notice require the PCA to carry out the Tests within 21 days after receiving the notice. The PCA shall carry out the Tests on such day or days within that period as the PCA may fix and of which he shall give notice to the Owner.

9.1.3 Failure to Pass Tests on Completion
If the Work or a Section fail to pass the Tests on Completion repeated under retesting, the PMC shall be entitled to:

a) Order further repetition of Tests on Completion

b) if the failure deprives the Owner of substantially the whole benefit of the all Work or a section of Work, reject all Work or a section of Work, in which event the
Owner shall have the same remedies as are provided in the relevant provisions of the Contract.

c) Issue a Taking-Over Certificate, if the Owner So requests. In this event, the PCA shall then proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Owner as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Owner may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined by PMC and paid before this Taking-Over Certificate is issued following the procedures related to Owner’s Claim.

9.2 Owner’s Taking Over

9.2.1 Taking Over of the Works and Sections

Except as stated in Clause 9.1.3 [Failure to Pass Tests on Completion], the Works shall be taken over by the Owner when (i) the Works have been completed in accordance with the Contract, and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The PCA may apply by notice to the PMC for a Taking-Over Certificate not earlier than 14 days before the Works will, in the PCA’s opinion, be complete and ready for taking over. If the Works are divided into Sections, the PCA may similarly apply for a Taking-Over Certificate for each Section.

The Owner shall, within 28 days after receiving the PCA’s application:
(a) issue the Taking-Over Certificate to the PCA, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or

(b) reject the application specifying the work required to be done by the PCA to enable the Taking-Over Certificate to be issued. The PCA shall then complete this work before issuing a further notice under this Sub-Clause.

9.2.2 Taking Over of Parts of the Works

The Owner may, at the sole discretion, issue a Taking-Over Certificate for any part of the Permanent Works. The Owner shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until without issue of a Taking-Over Certificate for this part.

9.3 Maintenance after Taking Over

Individual facilities / works shall be handed over to Owner progressively as per joint protocol signed by PCA and Owner. After taking over the building and facility by AMTZ, the same shall be managed and maintained by owner/ owner’s nominated service provider. All associated costs including cost of consumables shall be borne by owner/ / owner’s nominated service provider. Any damage caused due to reasons not attributable to PCA after taking over shall be responsibility of the owner.

10.0 Performance Securities

PCA shall deposit 10% Performance Security with Rs 2 Crores (Rupees Two Crores Only) in form of Demand Draft after adjusting EMD amount of INR 40,00,000/- (Rupees
Forty Lacs Only) at the time of signing contract agreement. The PCA shall furnish the Performance Bank Guarantee of balance amount from a Scheduled Bank with its Registered Office in India. The PCA shall ensure that the Performance Bank Guarantee is valid and enforceable until the PCA has executed and completed the Works - i.e. till handing over of all Structures as defined in this contract. Initially, the Performance Bank Guarantee should be valid and enforceable until 48 (Forty Eight) months from the date of Contract Date. This BG shall be extended on receipt of Commencement Date of subsequent Phases.

The Owner shall not make a claim to Encash Performance Security, except in the event of:

a) failure by the PCA to extend the validity of the Performance Bank Guarantee as described in the preceding paragraph, in which event the Owner may claim the full amount of the Performance Bank Guarantee,

b) failure by the PCA to pay the Owner an amount due, as either agreed by the PCA or determined as a consequences of Owner’s claims or becomes due after settlement of any disputes or becomes due after Arbitration within 28 days or as per timelines proposed by PCA with Owner’s approval after this agreement or determination,

c) failure by the PCA to remedy a default within 28 days or as per the timelines proposed by PCA with Owner’s approval after receiving the Owner’s notice requiring the default to be remedied, or

The Owner shall return the 50% of the Performance Security to the PCA within 30 days after certification of Final Bill has been issued by PMC. Balance 50% shall be returned after the successful completion of Defect Liability period,
11.0 **Progress report meetings:**

The PCA’s Supervisors deployed at Site shall attend weekly review meetings convened by the OWNER to inform the OWNER about the progress of work.

Weekly & monthly progress reports shall be prepared by the PCA and submitted to the PMC in six copies. The first monthly report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the PCA has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Structure of Monthly Progress Report shall be approved by PMC.

12.0 **Site Residency**

PCA will arrange for local transport at site and arrange suitable accommodations for PCA’s site people.

12.1 **Nuisance:**

The PCA shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

The PCA shall not interfere unnecessarily or improperly with the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Owner or of others.
The PCA shall indemnify and hold the Owner harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

### 12.2. Materials obtained from Excavation

Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-Charge may direct, with approval of OWNER.

### 12.3. Treasure, Trove, Fossils, etc

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Owner.

The PCA shall take reasonable precautions to prevent his PCA’s Personnel or any other person from removing or damaging any such article or thing.

Owner shall have no obligation towards continuing / extending the scope of work as agreed in the contract, if any such discovery leads to a decision of closure of work as defined in contract. In such an event, the Owner shall pay to the PCA pro-rata value for the works executed.

The PCA shall immediately upon discovery of any such finding and before removal promptly notify to the Owner with such discovery and carry out the Owner’s directions as to the disposal of the same.

If the PCA suffers delay and/or incurs Cost from complying with the instructions, the PCA shall give a further notice to the Owner and shall be entitled subject to:
(a) an extension of time for any such delay, if completion is or will be delayed,
(b) payment of any such Cost agreed by the PCA, which shall be added in the contract Price

After receiving the notice, the Owner shall proceed in accordance with the provisions of Contract to agree or determine on these matters.

13.0 PCA’s Labour, Staff and Personnel

13.1 During the scheduled construction period of the project, the OWNER shall not pay for the site support to be provided by the PCA and all the prices shall be included in the Contract Price.

13.2 The PCA shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

13.3 The PCA shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out as per State and Central corresponding rules.

13.4 The PCA shall comply with all the relevant labour Laws applicable to the PCA’s Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The PCA shall require his employees to obey all applicable Laws, including those concerning safety at work.

13.5 The PCA shall provide and maintain all necessary accommodation and welfare facilities for the PCA’s Personnel. The PCA shall not permit any of the PCA’s Personnel to maintain any temporary or permanent living quarters within the boundary of Site.
13.6 Throughout the design and execution of the Works, and as long thereafter as is necessary to fulfil the PCA’s obligations, the PCA shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work. Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents, for the satisfactory and safe execution of the Works.

13.7 The PCA’s Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Owner may require the PCA to remove (or cause to be removed) any person employed on the Site or Works, including the PCA’s Representative if applicable, who:

   a) persists in any misconduct or lack of care,
   b) carries out duties incompetently or negligently,
   c) fails to conform with any provisions of the Contract, or
   d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the PCA shall then appoint (or cause to be appointed) a suitable replacement person(s).

13.8 Records of PCA’s Personnel and Equipment
The PCA shall submit, to the Owner, details showing the number of each class of PCA’s Personnel and of each type of PCA’s Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the PMC, until the PCA has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
14.0 **Confidentiality**
The PCA, their Subcontractor and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the OWNER's business or operations without the prior written consent of the OWNER.

15.0 **Dismantling/re-engineering**
In case of complete / partial re-working of any activity for reason not attributable to PCA, additional prices shall be paid by Owner, as per rates for respective category of construction declared in this contract. Additional payment shall however, not be applicable in case of unworthy/design non-compliant construction.

16.0 **Defects Liability**

16.1 **Completion of Outstanding Work and Remediing Defects**
Defect Notification Period for the Works or each Section (as the case may be) shall be of two years calculated from the date of “Taking –Over – Certificate” for respective Structures. PCA’s liability ceases after expiry of Defect Notification Period.

In order that the Works and PCA’s Documents, and each Section shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the PCA shall:

(i) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the PMC, and

(ii) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Owner on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be)
If a defect appears or damage occurs, the PCA shall be notified accordingly, by (or on behalf of) the Owner.

16.2 **Cost of Remedying Defects**

If PCA fails to execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Owner on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be), it shall be executed by the Owner at the risk and cost of the PCA, if and to the extent that the work is attributable to:

a) the design of the Works, other than a part of the design for which the Owner is responsible (if any),

b) Plant, Materials or workmanship not being in accordance with the Contract,

c) improper operation or maintenance which was attributable to matters for which the PCA is responsible or

d) failure by the PCA to comply with any other obligation

If and to the extent that such work is attributable to any other cause, the PCA shall be notified promptly by (or on behalf of) the Owner and Variation Procedure shall apply.

16.3 **Extension of Defects Notification Period**

The Owner shall be entitled to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage solely attributable to the PCA. The Defect Notification Period for individual structure shall expire upon rectifying the defect or damage to the satisfaction of the Owner subject to maximum of 24 months from the date of taking-over by Owner structure-wise. However, for minor defects
involving repair by PCA, the Defects Notification Period shall not be extended by more
than two years from the date of “taking over certificate”. For major defects resulting
in disruption / stoppage of more than 10 days in regular operation of the service
provider, the defect liability period shall be extended for a further period of 12 months
from the date of remedy of defect of the respective structure

16.4 Failure to Remedy Defects

If the PCA fails to remedy any defect or damage within a reasonable time, a
date may be fixed by (or on behalf of) the Owner, on or by which the defect or
damage is to be remedied. The PCA shall be given reasonable notice of this
date.

If the PCA fails to remedy the defect or damage by this notified date and this remedial
work was to be executed at the cost of the PCA, the Owner may (at his option):

a) carry out the work himself or by others, in a reasonable manner and at the PCA’s
cost, but the PCA shall have no responsibility for this work; and the PCA pay to the
Owner the costs reasonably incurred by the Owner in remedying the defect or
damage;

b) require the PMC to agree or determine a equivalent reduction in the Contract Price
or

c) if the defect or damage deprives the Owner of substantially the whole benefit of the
Works or any major part of the Works, terminate the Contract as a whole, or in respect
of such major part which cannot be put to the intended use. Without prejudice to any
other rights, under the Contract or otherwise, the Owner shall then be entitled to
recover all sums paid for the Works or for such part (as the case may be), plus
financing costs and the cost of dismantling the same, clearing the Site and returning
Plant and Materials to the PCA.

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16.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Owner gives consent, the PCA may remove from the Site for the purposes of repair such items of Work as are defective or damaged. This consent may require the PCA to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

16.6 Performance Certificate

Performance of the PCA’s obligations shall not be considered to have been completed until the Owner has issued the Performance Certificate to the PCA, stating the date on which the PCA completed his obligations under the Contract.

After obtaining approval from Owner, the Owner’s representative shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the PCA has supplied all the PCA’s Documents and completed and tested all the Works, including remedying any defects.

**Only the Performance Certificate shall be deemed to constitute acceptance of the Works.**

16.7 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
16.8 Clearance of Site

Upon receiving the Performance Certificate, the PCA shall remove any remaining PCA’s Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site at their cost.

If all these items have not been removed within 60 days after the issue of Performance Certificate, the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the PCA. If these moneys are less than the Owner's costs, the PCA shall pay the outstanding balance to the Owner.

17.0 Liquidated Damages for Delay in Completion of Works

If PCA fails to complete the Works in a particular Phase within the stipulated Time for Completion of Phase, the PCA shall, subject to Owner’s claim, pay delay damages to the Owner for this default. These delay damages shall be paid @ 0.50% of the estimated cost of whole works under that phase, which has been delayed, for every week (a period of 7 day) of delay, which shall elapse between relevant Time for Completion of Phase and date stated in the Taking Over Certificate. The total amount of Liquidated Damage shall be limited to a ceiling of 5% of the contract value for the respective phase.

These delay damages shall be the only damages due from the PCA for such default, other than in the event of termination by Owner, prior to completion of the Works. These damages shall not relieve the PCA from his obligation to complete the Works,
or from any other duties, obligations or responsibilities which he may have under the Contract.

18.0 **Regulation of Local Authorities and Statutes**

PCA shall comply with all the rules and regulations of local authorities during the performance of construction.

All statutory fees, statutory inspection fees and charges, if any, in respect of and pursuant to this Contract other than the Construction Activities shall be to the account of the OWNER.

19.0 **Works on Site**

19.1 In the execution of the Works, no persons other than the PCA or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the OWNER or his representative.

19.2 The PCA shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Owner. The PCA shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

19.3 The PCA shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The PCA shall also obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works.

19.4 The PCA shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The PCA shall use reasonable efforts to prevent any road or bridge from being damaged by the PCA’s traffic or by the PCA's Personnel. These
efforts shall include the proper use of appropriate vehicles and routes. The Owner does not guarantee the suitability or availability of a particular access routes. Costs due to non-suitability or non-availability, for the use required by the PCA, of access routes shall be borne by the PCA. The Owner shall not be responsible for any claims which may arise from the use or otherwise of any access route.

19.5 The PCA shall be responsible for all PCA's Equipment. When brought on to the Site, PCA's Equipment shall be deemed to be exclusively intended for the execution of the Works. The PCA shall not remove from the Site any major items of PCA's Equipment without the consent of the Owner. However, consent shall not be required for vehicles transporting Goods or PCA's Personnel off Site.

19.6 The PCA shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The PCA shall ensure that emissions, surface discharges and effluent from the PCA's activities shall not exceed the values prescribed by applicable Laws.

19.7 The PCA shall, be responsible for the provision of all, water and other services he may require. The Owner shall provide Construction Power by means of step down transformer at a location near the site on chargeable basis.

19.8 The PCA shall confine his operations to the Site, and to any additional areas which may be obtained by the PCA and agreed by the Owner as working areas. The PCA shall take all necessary precautions to keep PCA's Equipment and PCA's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the PCA shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any PCA's Equipment or surplus materials. The
PCA shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the PCA shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all PCA's Equipment, surplus material, wreckage, rubbish and Temporary Works. The PCA shall leave that part of the Site and the Works in a clean and safe condition. However, the PCA may retain on Site, during the Defects Notification Period, such Goods as are required for the PCA to fulfil obligations under the Contract.

20.0 Co-operation with other Contractors

20.1 The PCA shall co-operate with all other Contractors and staff of the OWNER, who may be performing other services on behalf of the OWNER and the workmen who may be employed by the OWNER and doing work in the vicinity of the works under the contract. The Owner shall ensure minimum interference of PCA works with the work of other Contractors and their workman. OWNER shall determine the resolution of any difference or conflict that may arise between the PCA and the other Contractors with regard to their work. PCA shall promptly notify OWNER if the works of the PCA is delayed / affected because of any acts or omission of another Contractor.

21.0 SECURITY OF SITE DURING CONSTRUCTION PHASE:

The overall security of the site, the entry and exit gates and the periphery shall be the responsibility of the Owner. All entry/exit approval, gate passes and security checks of the same shall be the responsibility of the Owner. However, the security of the PCA Site office, Storage yard, Plant and Machinery and Construction areas shall be responsibility of the PCA till the date of handover of respective phases.
22.0 Discipline of Workmen
22.1 The PCA shall at all-time take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the PCA's Personnel and for preservation of peace and protection of persons and property on and near the Site.

23.0 Workmanship & Inspections
23.1 Manner of Execution
The PCA shall carry out the Construction and all other execution of the Works:

a) in the manner (if any) specified in the Contract,

b) in a proper workmanlike and careful manner, in accordance with recognized good practice, and

c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract

23.2 Inspection
The Owner's Personnel and PMC shall at all reasonable times:

a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and

b) during construction be entitled to examine, inspect, measure and test the materials and workmanship

The PCA shall give the Owner's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the PCA from any obligation or responsibility.
The PCA shall give notice to the PMC whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The PMC shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the PCA that the PMC does not require to do so. If the PCA fails to give the notice, he shall, if and when required by the PMC, uncover the work and thereafter reinstate and make good, all at the PCA’s cost.

23.3 Testing

In order to ensure that the workmanship and material being used during the construction is as per the requirements of Contract, Owner / PMC may require PCA to carry out certain tests.

The PCA shall arrange & provide at his own Cost all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The PCA shall agree, with the PMC, the time and place for the specified testing of any Materials and other parts of the Works.

The Owner / PMC shall give the PCA not less than 24 hours’ notice of the Owner’s / PMC’s intention to attend the tests. If the PMC or any other statutory body requisitioned by Owner for the test does not attend at the time and place agreed, the PCA may proceed with the tests, unless otherwise instructed by the PMC, and the tests shall then be deemed to have been made in the PMC’s presence.

The PCA shall promptly forward to the Owner duly certified reports of the tests. When the specified tests have been passed, the Owner shall endorse the PCA’s test certificate, or issue a certificate to him, to that effect. If the PMC has not attended the tests, he shall be deemed to have accepted the readings as accurate.
23.4 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the PMC may reject the Plant, Materials, design or workmanship by giving notice to the PCA, with reasons after approval from Owner. The PCA shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the PMC requires this Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Owner to incur additional costs, the PCA shall pay these costs to the Owner.

23.5 Remedial Work

Notwithstanding any previous test or certification, the Owner may instruct the PCA to:

a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

b) remove and re-execute any other work which is not in accordance with the Contract, and

c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise

The PCA shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
If the PCA fails to comply with the instruction, the Owner shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the PCA would have been entitled to payment for the work, the PCA shall pay to the Owner all costs arising from this failure.

24.0 Force Majeure

24.1 Definition of “Force Majeure”

In this Clause, “Force Majeure” means and exceptional event or circumstance:

a) which is beyond a Party’s control,

b) which such Party could not reasonably have provided against before entering into the Contract,

c) which, having arisen, such Party could not reasonably have avoided or overcome, and

d) which is not substantially attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of kind listed below, so long as conditions (a) to (d) above are satisfied:

1. Acts of God, natural calamities, including but not limited to floods, cyclones, storms, droughts, earthquakes and epidemics;

2. Acts of any Govt., domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;

3. Acts of public enemy, accidents and disruptions,
4. Transportation delay due to force majeure (condition as mentioned in (1) to (3))

5. Riots, revolution, terrorist actions and civil commotion by persons other than the PCA’s Personnel and other employees of the PCA and Subcontractors

6. Disruption of Works by Locals on account of actions not attributable to PCA.

24.2 **Notice of Force Majeure**

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

24.3 **Duty to Minimize Delay**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
24.4 Consequences of Force Majeure

If the PCA is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 24.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the PCA shall be entitled to as given below and shall give notice to Owner:

a) an extension of time for any such delay, if completion is or will be delayed,

b) payment of any such Cost

After receiving this notice, the Owner shall proceed to agree or determine these matters.

24.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the PCA’s non-performance or entitle him to relief under this Clause.

24.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 180 days by reason of Force Majeure of which notice has been given or for multiple periods which total more than 240 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 28 days after the notice is given, and the PCA shall proceed in accordance relevant provisions of the Contract.

Upon such termination, the Owner shall determine the value of the work done and issue a Payment Certificate which shall include:
(a) the amounts payable for any work carried out for which a price is stated in the Contract;

(b) the Cost of Plant and Materials ordered for the Works which have been delivered to the PCA, or of which the PCA is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Owner when paid for by the Owner, and the PCA shall place the same at the Owner’s disposal;

(c) any other Cost or liability which in the circumstances was reasonably incurred by the PCA in the expectation of completing the Works;

(d) the Cost of removal of Temporary Works and PCA’s Equipment from the Site and the return of these items to the PCA’s works in his country (or to any other destination at no greater cost); and

(e) the Cost of repatriation of the PCA’s staff and labour employed wholly in connection with the Works at the date of termination

24.7 Release from Performance under the Law

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
b) the sum payable by the Owner to the PCA shall be the same as would have been payable under Sub-Clause 24.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 24.6.

25.0 Extension of Time for Completion

25.1 Programme

The PCA shall submit a detailed time programme to the Owner within 28 days after receiving the notice for Commencement of Works in each Phase. The PCA shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

a) the order in which the PCA intends to carry out the Works, including the anticipated timing of each stage of design, PCA’s Documents, procurement, manufacture, inspection, delivery to Site, construction, erection, testing, commissioning and trial operation.

b) the periods for reviews and for any other submissions, approvals and consents specified in the Contract

c) the sequence and timing of inspections and tests specified in the Contract, and

d) a supporting report which includes:

i. general description of the methods which the PCA intends to adopt, and of the major stages, in the execution of the Works, and

ii. details showing the PCA’s reasonable estimate of the number of each class of PCA’s Personnel and of each type of PCA’s Equipment, required on the Site for each major stage
Unless the Owner, within 21 days after receiving a programme, gives notice to the PCA stating the extent to which it does not comply with the Contract, the PCA shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Owner's Personnel shall be entitled to rely upon the programme when planning their activities.

The PCA shall promptly give notice to the Owner of specific probable future events or circumstances which may adversely affect the work or delay the execution of the Works. The PMC may require the PCA to submit an estimate of the anticipated effect of the future event or circumstances.

If, at any time, the Owner gives notice to the PCA that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the PCA's stated intentions, the PCA shall submit a revised programme to the PMC in accordance with this Sub-Clause

### 25.2 Extension of Time for Completion

If the completion for the purposes of taking over the Works and sections is or will be delayed by any of the following causes

a) any delay, impediment or prevention caused by or attributable to the Owner, the Owner's Personnel, or the Owner’s other contractors on the site,

b) Unforeseeable shortages in the availability of personnel or goods caused by uncontrollable events such as epidemic
c) Delay or disruption to PCA’s work caused by any government agency or authority, provided the PCA has diligently followed the procedures laid down by the relevant government agency or authority.

If the PCA considers himself to be entitled to an extension of the Time for Completion, the PCA shall give notice to the PMC, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance.

The PMC shall make a fair and reasonable determination and recommend to the Owner for extension of time by such period as shall be applicable in all the circumstances and as shall reasonably reflect the delay or impediment sustained by the PCA for completion of the ‘Contract’. The Owner shall have all discretion to consider such recommendations as valid / invalid.

As soon as reasonably practicable after receipt of recommendations of PMC by Owner and supporting particulars of the claim, the owner and the PCA shall agree upon the period of such extension.

26.0 Unforeseen Physical Conditions

In this clause “Physical Conditions” means natural physical conditions and man-made and other physical obstructions and pollutants, which the PCA encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If, during the execution of the Contract, the PCA encounters on the Site any adverse physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement on the basis of examination of the data relating to the Facilities (including any data as to
boring tests) provided by the Owner, and on the basis of information that it could have obtained from a visual inspection of the Site or other data readily available to it relating to the Facilities, and if the PCA determines that it will in consequence of such conditions or obstructions or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the PCA shall promptly, and before performing additional work or using additional Plant and Equipment or PCA’s Equipment, notify the owner in writing giving the below mentioned details at (a) to (c), so that they can be inspected by the PMC:

(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen

(b) the additional work and/or Plant and Equipment and/or PCA’s Equipment and manpower required, including the steps which the PCA will or proposes to take to overcome such conditions or obstructions

(c) the extent of the anticipated delay

On receiving any notice from the PCA and inspecting and/or investigating these physical conditions, the Owner shall proceed to agree or determine (i) whether and (is so) to what extent these physical conditions were Unforeseen and (ii) the matters described in sub-paragraphs (c) and (d) above related to this extent.

the owner shall promptly decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. If the PCA is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions, the Time for Completion shall be extended Since all dates
collection is in scope of work of PCA; it is expected that PCA would take due diligence in overall estimations.

27.0 Facilities to be provided by the OWNER

The OWNER shall provide adequate space on the site to the PCA to erect his site office and other temporary construction facilities such as equipment yard, fabrication yard, stores etc. Electricity for construction will be provided at one point on chargeable basis at actuals. The PCA shall make his own arrangements for further distribution of Construction Electricity like any cables, panels, switches etc., for further distribution up to PCA’s Construction Site. The PCA shall be responsible for temporary wiring for further distribution from the supply point for either power (including for lighting) or water to the work place. All temporary wiring shall comply with local Government regulations. All approvals for utilization of Ground Water/ Surface water for Construction activities shall be provided by the Owner. The PCA shall make Construction of permanent office for AMTZ with capacity for 50 staff of AMTZ/Govt for project monitoring/ supportive supervision along with Basic furniture's, AC and lighting.

28.0 First- Aid Medical Facilities

The PCA shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of PCA's personnel shall be trained in administering first-aid. The cost of medicines and other facilities required shall be borne by the PCA.

The PCA shall at all times take all reasonable precautions to maintain the health and safety of the PCA’s Personnel. In collaboration with local health authorities, the PCA shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site, and that suitable
arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The PCA shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the PCA shall provide whatever is required by this person to exercise this responsibility and authority.

The PCA shall send, to the PMC, details of any accident as soon as practicable after its occurrence. The PCA shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Owner may reasonably require.

29.0 Safety Precautions

29.1 All safety measures to avoid accidents should be strictly adhered to and in accordance with the safety rules and regulations laid down by Government Authorities / Statutory Regulations.

29.2 The PCA shall take all safety precautions and shall provide at his own cost proper scaffolding, safety gloves, lift belts, safety helmets, safety shoes etc., to avoid accidents and to ensure safety for the personnel working under the PCA.

29.3 The PCA shall be responsible for the safe storage of his material & equipment.

29.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives for the PCA’s Construction activities, the PCA shall be responsible for carrying out such provisions and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934. And Explosives Act, 1948.
case any approvals are necessary from the Chief Inspector of Explosives or any of the statutory authorities, the PCA shall be responsible for obtaining the same at his cost.

30.0 **Materials Handling and Storage**

30.1 All the equipment supplied by PCA under the Contract and arriving at Site shall be promptly received, unloaded and transported and stored in the storage spaces by the PCA.

30.2 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage to the equipment.

30.3 The material handling equipment / machines should be handled by well trained personnel only.

30.4 The Lifting devices must be certified by appropriate Testing agencies for rated capacity operation and these Test Certificates should be valid at the time of execution of the works at Project site.

31.0 **PCA’s Documents**

31.1 **PCA’s General Design Obligations**

The PCA shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers. The PCA shall submit to the Owner for consent the name and particulars of each proposed designer and design Subcontractor.

The PCA warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The PCA undertakes that the designers shall be available to attend discussions with the Owner at all reasonable times, until the expiry date of the relevant Defects Notification Period.
The PCA’s Documents shall comprise the technical documents specified in the Contract, documents required to satisfy all regulatory approvals, and the documents described in [As-Built Documents] and [Operation and Maintenance Manuals]. The PCA’s document shall be written in the language for communications (i.e. English).

The PCA shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other complete with all the latest revisions thereto. The PCA shall also maintain in addition the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data etc. effected at the field and on completion of his total assignment under the contract, shall incorporate all such changes on the drawings and other Engineering data to indicate as ‘As-built conditions’ of the structures under the contract. Such drawings and Engineering data shall be submitted to the OWNER in required number of copies, as when desired by the owner.

The PCA shall prepare all PCA’s Documents, and shall also prepare any other documents necessary to instruct the PCA’s Personnel. The Owner’s Personnel shall have the right to inspect the preparation of all these documents, wherever they are being prepared.

31.2 Review of PCA’s Document by PMC

If the Contract requires the PCA’s Documents which are to be submitted to the Owner for review and/or for approval, they shall be submitted accordingly, together with a notice as described below. In the following provisions of this Sub-Clause, (i) "review period" means the period required by the Owner for review and (if so specified) for approval, and (ii) "PCA’s Documents" exclude any documents which are not specified as being required to be submitted for review and/or for approval.
Each review period shall not exceed 21 days, calculated from the date on which the Owner receives a PCA's Document and the PCA’s notice. This notice shall state that the PCA's Document is considered ready, both for review (and approval, if so specified) in accordance with this Sub-Clause and for use. The notice shall also state that the PCA's Document complies with the Contract, or the extent to which it does not comply.

The Owner may, within the review period, give notice to the PCA that a PCA's Document fails (to the extent stated) to comply with the Contract. If a PCA's Document so fails to comply, it shall be rectified, resubmitted and reviewed (and, if specified, approved) in accordance with this Sub-Clause, at the PCA’s cost.

For each part of the Works, and except to the extent that the prior approval or consent of the PMC shall have been obtained:

(a) in the case of a PCA's Document which has (as specified) been submitted for the Owner's approval:

(i) the Owner shall give notice to the PCA that the PCA's Document is approved, with or without comments, or that it fails (to the extent stated) to comply with the Contract

(ii) execution of such part of the Works shall not commence until the Owner has approved the PCA's Document; and

(iii) the Owner shall be deemed to have approved the PCA's Document upon the expiry of the review periods for all the PCA's Documents which are relevant to the design and execution of such part, unless the Owner has previously notified otherwise in accordance with sub-paragraph (i);
(b) execution of such part of the Works shall not commence prior to the expiry of the review periods for all the PCA’s Documents which are relevant to its design and execution;

(c) execution of such part of the Works shall be in accordance with these reviewed (and, if specified, approved) PCA’s Documents; and

(d) if the PCA wishes to modify any design or document which has previously been submitted for review (and, if specified, approval), the PCA shall immediately give notice to the Owner. Thereafter, the PCA shall submit revised documents to the Owner in accordance with the above procedure.

If the Owner instructs that further PCA’s Documents are required, the PCA shall prepare them promptly.

Any such approval or consent, or any review (under this Sub-Clause or otherwise), shall not relieve the PCA from any obligation or responsibility.

31.3 As-Built Documents

The PCA shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause. Two copies shall be supplied to the Owner prior to the commencement of the Tests on Completion.

In addition, the PCA shall supply to the Owner as-built drawings of the Works, showing all Works as executed, and submit them to the Owner for review. The PCA shall obtain the consent of the Owner as to their size, the referencing system, and other relevant details.
Prior to the issue of any Taking-Over Certificate, the PCA shall supply to the Owner the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Owner’s Requirements. The Works shall not be considered to be completed for the purposes of taking-over until the Owner has received these documents.

31.4 **Operation and Maintenance Manuals**

Prior to commencement of the Tests on Completion, the PCA shall supply to the Owner provisional operation and maintenance manuals in sufficient detail for the Owner to operate, maintain, dismantle, reassemble, adjust and repair the Plant.

The Works shall not be considered to be completed for the purposes of taking-over under until the PMC has received final operation and maintenance manuals in such detail, for these purposes.

31.5 **Design Error**

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the PCA’s Documents, they and the Works shall be corrected at the PCA’s cost, notwithstanding any consent or approval under this Clause.

32.0 **PCA’s Materials Brought on to Site**

32.1 The PCA shall bring to site all equipment, components, parts, materials, including erection equipment, tools and tackles for the purpose of execution of the Contract,

32.2 Any surplus material / equipment’s can be taken out by PCA from the site during execution and after the completion of the works at his discretion. The PCA shall be free to move material / equipment for repair / replacement etc.
33.0 Risk and Responsibility

33.1 Indemnities

The PCA shall indemnify and hold harmless the Owner, the Owner's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Owner, the Owner's Personnel, or any of their respective agents, and

(b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss:

   i. arises out of or in the course of or by reason of the design, execution and completion of the Works and the remedying of any defects, and

   ii. is attributable to any negligence, willful act or breach of the Contract by the PCA, the PCA's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Owner shall indemnify and hold harmless the PCA, the PCA's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Owner, the Owner's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from applicable insurance cover [Insurance Against Injury to Persons and Damage to Property],
The Owner shall assume and retain all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Contract, where such liability is proximately caused by the acts or omissions of any of the officers, employees or agents of Owner while acting within the scope of their employment. The PCA shall indemnify Owner against any and all loss or damages that Owner may incur as a result of any claim of persons other than owner, the PCA or their respective employees and agents, to the extent same (a) arise out a breach by PCA of its obligations under this Agreement, or (b) are caused by the negligence or intentional or willful misconduct of the PCA, the Subcontractors or their agents or employees.

The PCA shall indemnify and hold harmless the Owner from all liabilities, damages, costs or expenses incurred by Owner by reason of any lien filed against the Owner by any Subcontractor of PCA in connection with the performance of the Work. Any Party entitled to indemnification or other protection shall keep the benefited party apprised of the status of all claims with respect to which it is entitled to such indemnification or protection, and shall not settle any such claim without the consent of the benefited party, such consent not to be unreasonably withheld or unduly delayed.

### 33.2 PCA’s Care of the Works

The PCA shall design, execute and complete the Works in accordance with the Contract, and shall be liable for remedy of any defects in the Works till defect liability period. When completed, the Works shall be fit for the purposes for which the Works are intended as defined in the Contract.

The PCA shall provide the Plant and PCA’s Documents specified in the Contract, and all PCA’s Personnel, Goods, consumables and other things and services, whether of
a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

The Works shall include any work which is necessary to satisfy the Owner's requirements, PCA's Proposal and Schedules, or is implied by the Contract, and all works which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

The PCA shall be responsible for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Works.

The PCA shall, whenever required by the PMC, submit details of the arrangements and methods which the PCA proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the PMC

The PCA shall take full responsibility for the care of the Works and goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued for the Works, when responsibility for the care of the Works shall pass to the Owner. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Owner.

After responsibility has accordingly passed to the Owner, the PCA shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the activities, Goods of PCA or PCA's Documents during the period when the PCA is responsible for their care upto taking over, the PCA shall rectify the loss or damage at the PCA’s risk and cost, so that the activities, Goods and PCA's Documents conform with the Contract.
The PCA shall be liable for any loss or damage for the individual structure(s) caused by any actions solely attributable to the PCA after a Taking-Over Certificate has been issued till completion of the defect liability period to comply with the operational requirements for which the structures have been designed & constructed by the PCA.

33.3 Owner’s Risks

The Owner’s Risk are:

i. munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, within the Country, except as may be attributable to the PCA’s use of such munitions, explosives, radiation or radio-activity,

ii. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

iii. use or occupation by the Owner of any part of the Permanent Works, except as may be specified in the Contract,

iv. design of any part of the Works by the Owner’s Personnel or by others for whom the Owner is responsible, if any, and

v. any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventative precautions.

33.4 Consequences of Owner’s Risks

If and to the extent that any of the risks listed in Sub-Clause 33.3 under exception to Owner’s risks, above results in loss or damage to the Works, Goods or PCA’s Documents, the PCA shall promptly give notice to the PMC and shall rectify this loss or damage to the extent required by the PMC.
If the PCA suffers delay and/or incurs Cost from rectifying this loss or damage as listed in Clause 33.3, the PCA shall give a further notice to the PMC and shall be entitled to:

a) an extension of time for any such delay, if completion is or will be delayed, and

b) Payment of any such Cost, which shall be added in the Contract Price. In the case of Sub-Clause 33.3 [Owner’s Risks], reasonable profit on the Cost shall also be included.

34.0 Termination of Contract, by Owner

34.1 Notice to Correct

If the PCA fails to carry out any obligation under the Contract, the PMC may by notice require the PCA to make good the failure and to remedy it within a specified reasonable time.

34.2 Termination by Owner

The Owner shall be entitled to terminate the Contract if the PCA,

i. fails to comply with Clause [Performance Security] or with a notice under Sub-Clause 34.1 [Notice to Correct],

ii. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract

iii. Without valid reason fails

   i. to proceed with the Works in
   ii. to comply with a notice issued for [Rejection of Works] or to [Remedy
Works], within 28 days after receiving it

iv. subcontracts the whole of the Works or assigns the Contract without the required agreement

v. becomes bankrupt or insolvent, or goes into liquidation

vi. has repudiated the Contract,

vii. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

i. for doing or forbearing to do any action in relation to the Contract, or

ii. or showing or forbearing to show favor or disfavor to any person in relation to the Contract,

In any of these events or circumstances, the Owner may, upon giving 14 days’ notice to the PCA, terminate the Contract and expel the PCA from the Site. However, in the case of sub-paragraph (e) or (f) or (g) the Owner may by notice terminate the Contract immediately.

The Owner’s election to terminate the Contract shall not prejudice any other rights of the Owner, under the Contract or otherwise.

The PCA shall then leave the Site and deliver any required Goods, all PCA’s Documents, and other design documents made by or for him, to the PMC. However, the PCA shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Owner may complete the Works and/or arrange for any other entities to do so. The Owner and these entities may then use any Goods, PCA’s Documents and other design documents made by or on behalf of the PCA.
The Owner shall then give notice that the PCA's Equipment and Temporary Works will be released to the PCA at or near the Site. The PCA shall promptly arrange their removal, at the risk and cost of the PCA. However, if by this time the PCA has failed to make a payment due to the Owner, these items may be sold by the Owner in order to recover this payment. Any balance of the proceeds shall then be paid to the PCA.

After termination, the Owner may complete the Works and / or arrange for any other entities to do so. The Owner and these entities may then use any Goods, PCA’s Documents and other design documents made by or on behalf of the PCA.

The Owner shall then give notice that the PCA's Equipment and Temporary Works will be released to the PCA at or near the Site. The PCA shall promptly arrange their removal, at the risk and cost of the PCA. However, if by this time the PCA has failed to make a payment due to the Owner, these items may be sold by the Owner in order to recover this payment. Any balance of the proceeds shall then be paid to the PCA.

34.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 34.2[Termination by Owner] has taken effect, the Owner shall proceed to agree or determine the value of the Works, Goods and PCA’s Documents, and any other sums due to the PCA for work executed in accordance with the Contract.

34.4 Payment after Termination

After a notice of Termination by Owner has taken effect, the Owner may:

a) withhold further payments to the PCA until the costs of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Owner, have been established, and/or
b) recover from the PCA any losses and damages incurred by the Owner and any extra costs of completing the Works, after allowing for any sum due to the PCA under Sub-Clause 34.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Owner shall pay any balance to the PCA.

35.0 Termination of Contract, By PCA

35.1.1 PCA’s Entitlement to Suspend Work

If the Owner fails to certify and issue Interim Payment certificate as per the provision of the Contracts or the Owner fails to make due Payment, the PCA may, after giving not less than 90 days’ notice to the Owner, suspend work (or reduce the rate of work) unless and until the PCA has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

The PCA’s action shall not prejudice his entitlements to Termination by PCA.

If the PCA subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the PCA shall resume normal working as soon as is reasonably practicable.

If the PCA suffers delay as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the PCA shall give notice to the Owner and shall be entitled to an extension of time for any such delay, if completion is or will be delayed,

After receiving this notice, the Owner shall proceed to agree or determine these matters.

35.1.2 Termination by PCA
The PCA shall be entitled to terminate the Contract if

a) the Owner fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate

b) the PCA does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 4.5 [Payment] within which payment is to be made (except for any deductions)

c) The Owner substantially fails to perform his Obligations under the Contract.

d) Owner fails to make timely payment to PCA as per payment terms given in the Contract. In any of these events or circumstances, the PCA may, without prejudice to any other rights or remedies it may possess under the Contract, give a notice to the OWNER stating the nature of the default and requiring the OWNER to remedy the same. If the OWNER fails to remedy or to take steps to remedy the same within 90 days of its receipt of such notice then the PCA may terminate the Contract either in part or full forthwith by giving a notice of termination to the OWNER.

35.2 Subsequent to Termination

After a notice of termination by either Party has taken effect, the PCA shall promptly

a) Cease all further work except for such work as the OWNER may specify in the Notice of Termination for the sole purpose of protecting the Works.

b) Handover to the OWNER the Site, Material, all drawings, specifications and other documents prepared by the PCA as at the date of termination in connection with the works.

c) PCA will demobilize and remove their Plant, Machinery and Manpower, except as necessary for safety and leave the Site.
35.3 Continuing Payment Obligation

Upon Termination of the Contract, the Owner shall not be relieved of any of its liabilities or obligations hereunder, including, its liability for payment or reimbursement of the amounts, for work done until date of termination.

35.4 Mitigation

In the event of any termination of the Contract pursuant to Clause above, each Party shall exercise all reasonable efforts to mitigate or limit any damage, cost or expense caused to the other Party.

36.0 War Risks

36.1 “War Risks” shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:

(a) War, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and (c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.

(b) Notwithstanding anything contained in the Contract, the PCA shall have no liability whatsoever for or with respect to (a) destruction of or damage to Facilities, Plant & Equipment’s, or any part thereof (b) destruction of or damage to property of the Owner or any third party (c) injury or loss of life if such destruction, damage, injury or loss of life is caused by any War Risks, and the owner shall indemnify and hold the PCA harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

(c) If the Facilities or any Plant and Equipment or PCA’s Equipment or any other property of the PCA used or intended to be used for the purposes of the Facilities
shall sustain destruction or damage by reason of any War Risks, the owner shall pay the PCA for (a) any part of the Facilities or the Plant and Equipments so destroyed or damaged (to the extent not already paid for by the owner (b) replacing or making good any PCA’s Equipment or other property of the PCA so destroyed or damaged so far as may be required by the Owner, and as may be necessary for completion of the Facilities, (c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

36.2 Notwithstanding anything contained in the Contract, the Owner shall pay the PCA for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the PCA shall as soon as practicable notify the Owner in writing of any such increased cost.

37.0 Suspension of Work

37.1 In the event if the OWNER is forced to suspend execution of the whole or any part of the work, orders for suspension of the work will be issued by the OWNER to the PCA in writing. The time for completion of the work will be extended for a period equal to duration of the suspension, the demobilization and mobilization period

37.2 On receipt of suspension order from the owner, PCA shall:
   a. Suspend the works to the extent specified by the OWNER and protect and otherwise secure the works affected to the extent reasonably practicable in the circumstances, the cost, if any, to be paid by the OWNER shall be discussed and mutually agreed between the OWNER and the PCA at the time of suspension.

   b. Place no further Contracts for services, with respect to those parts of the works/equipment suspended except to the extent expressly requested by the
c. PCA would be entitled to terminate part of full work if the suspension is for period likely to exceed beyond the Contract period.

37.3 At the time of reinstatement, the OWNER shall instruct the PCA to proceed with the execution of work. Upon receipt of such instructions, the PCA shall examine the works affected by the suspension and shall remedy any deterioration or defect in or loss of such work that may have occurred during the suspension.

38.0 Claims, Disputes and Arbitration

38.1 Owner’s Claim

If the Owner considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, the Owner or the PMC shall give notice and particulars to the PCA.

The notice shall be given as soon as practicable after the Owner became aware of the event or circumstances giving rise to the claim.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and / or extension to which the Owner considers himself to be entitled in connection with the Contract. This amount may be included as a deduction in the Contract Price and Payment Certificates.
38.2 PCA’s Claim

If the PCA considers himself to be entitled to any claim for additional work not covered in the scope of work, but required for completion of the facilities, such claims for additional payment with time period justifications, under any Clause of these Conditions or otherwise in connection with the Contract, the PCA shall give notice to the Owner, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the PCA became aware, or should have become aware, of the event or circumstance.

If the PCA fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the PCA shall not be entitled to additional payment, and the Owner shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The PCA shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The PCA shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the PMC. Without admitting the Owner’s liability, the Owner may, after receiving any notice under this Sub-Clause, monitor the record-keeping and / or instruct the PCA to keep further contemporary records. The PCA shall permit the Owner to inspect all these records, and shall (if instructed) submit copies to the PMC.
Within 60 days after the PCA became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the PCA and approved by the Owner, the PCA shall send to the Owner a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;

b) the PCA shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Owner may reasonably require; and

c) the PCA shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the PCA and approved by the Owner.

Within 30 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Owner and approved by the PCA, the Owner shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the PCA shall only be entitled to payment for such part of the claim as he has been able to substantiate.
The Owner shall proceed to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance and / or (ii) the additional payment (if any) to which the PCA is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the PCA fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

38.3 Dispute Resolution

38.3.1 Any dispute difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (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.

38.3.2 The Parties agree to use their best efforts to attempt to resolve all disagreements, disputes, controversies or claims arising hereunder promptly, equitably and in good faith, and further agree to provide in a timely manner each other with reasonable non-privileged records, information and data pertaining to any such disagreement, dispute, controversy or claim.

38.3.3 When a Party has determined that it has exhausted opportunities to settle any such disagreement, dispute, controversy or claim and has determined that it desires to commence arbitration, it shall initiate
arbitration within ten (10) days of such exhaustion of opportunity, by serving upon the other Party a formal demand for arbitration.

38.4 Arbitration:
In the event the Parties are unable to resolve any disagreement, dispute, controversy or claim in accordance with the above Article, such disagreement, dispute, controversy or claim shall be resolved in accordance with the following:

(a) Submission of Disputes: Any disagreement, dispute, controversy or claim arising out of or relating to the Contract or the interpretation hereof or any arrangements relating hereto or contemplated herein or the breach, termination or invalidity hereof shall be finally settled exclusively and by arbitration in accordance with this Article.

(b) Arbitration Rules: (i) Any arbitration proceedings or award rendered hereunder and the validity, effect and interpretation of this Article shall be governed by the laws of India; and (ii) The enforcement of this Article and any award rendered hereunder shall be governed by the Arbitration & Conciliation Act, 1996 and as amended from time to time. (“the Arbitration Act”).

(c) Number of Arbitrators: The arbitral tribunal shall consist of three Arbitrators.

(d) Appointing Authority: The two arbitrators shall be appointed by the Parties i.e. one arbitrator to be appointed by each party and the third arbitrator will be appointed by those two arbitrators, as presiding arbitrator.

(e) Language of Arbitration: The language to be used in the arbitration shall be the English language exclusively and any award shall be made in the English language only.
(f) Finality and Enforcement of Award: Any decision of award of the arbitral tribunal shall be final and binding upon the Parties

38.5 Continuation of Performance
Pending final resolution of any dispute as in the Article, the Parties shall continue to perform their respective obligations to the extent such obligations are not being disputed in good faith.

38.6 Jurisdiction:
The Courts in Visakhapatnam alone will have exclusive jurisdiction.

39.0 Completion of Contract
Unless otherwise terminated under the provisions of any other relevant clause, this ‘Contract’ shall be deemed to have been completed at the expiration of the ‘Defect liability period’ as provided for under the clause entitled ‘Defect liability period’.

40.0 Waste materials & De-mobilization
All waste materials resulting from the construction works executed by PCA, as decided by the OWNER should be let out of the compound at PCA's cost On Completion of work, the PCA shall promptly demobilize from the site

41.0 Night Work
The PCA may work during the night hours to complete the work after taking due safety precautions to prevent accidents.

42.0 Quality Assurance
The PCA shall follow their standard quality management system in the performance of the works.
43.0 **Limitations of Liabilities**
Except in respect of defects liability, the PCA shall be released from his liabilities under the Contract at the end of progressive handing over of facilities to owner.

The total liability of the PCA under the clause shall be limited to contract security amount as defined in clause “contract securities”.

44. **Closing of Site Office**

After completing the works at site, the PCA shall remove all temporary works constructed by him. The PCA shall remove all Construction & erection equipment brought by him to site for execution.

45. **PCA Lien on Equipment’s**

The PCA shall have lien on all equipment including those of the PCAs sub-contractor brought to the site for the purposes of Construction, erection, testing and commissioning of the plant.

46. **Notices**

46.1 Any contractual notice, report, certificate or other communication to be given to the Owner or PMC under the Contract shall be served by sending the same by Courier (with a confirmation copy by Email) to, or by leaving the same at, the respective address set out below or such other addresses as may be nominated for that purpose in writing to the PCA:

<table>
<thead>
<tr>
<th>Address of Owner</th>
<th>Address of PMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO</td>
<td>Voyants Solutions Pvt. Ltd.</td>
</tr>
</tbody>
</table>
46.2 Any Contractual notices, reports, certificates or other communication to be given to the PCA under the Contract shall be served by sending the same by courier (with a confirmation copy by Email) to or by leaving the same, at the PCA's address or such other address as the PCA shall nominate in writing for that purposes.

46.3 All other communications not specifically mentioned above shall be made between the Owner or its appointed PMC and the PCA in writing/email from time to time.

47.0 The Project Management Consultant (PMC)

47.1 PMC’s Duties and Authority

The Owner shall appoint the PMC who shall carry out the duties assigned to him in the Contract. The PMC shall have no authority to amend the Contract. The PMC may exercise the authority attributable to the PMC as specified in or necessarily to be implied from the Contract. The PMC is required to obtain the approval of the Owner before exercising a specified authority, exemptions, if any, shall be as defined in this contract.

Except as otherwise stated in these Conditions:

a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the PMC shall be deemed to act for the Owner;
b) the PMC has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the PMC (including absence of disapproval) shall not relieve the PCA from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

47.2 Instructions of the PMC

The PMC may issue to the PCA (at any time) instructions which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The PCA shall comply with the instructions given by the PMC, on any matter related to the Contract. These instructions shall be given in writing and only with Owner’s approval.

47.3 Determinations by PMC

Whenever these Conditions provide that the PMC shall proceed in accordance with this Sub-Clause to agree or determine any matter. The PMC shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

After making fair determination in accordance with the Contract, the PMC shall take approval from the Owner, before giving notice to PCA of each agreement or determination, with supporting particulars.

PCA shall give effect to each agreement or determination unless and until revised under Clause [Claims, Disputes and Arbitration].
48.0 Variations and Adjustments in scope of work:

“Variations and Adjustments” shall mean any addition to, deletion from, suspension of or other modification to the scope, specifications of the work as delineated in the Contract

48.1 Right to Vary

Variations and Adjustments may be initiated by the PMC at Owner’s instructions at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the PCA to submit a proposal which may involve:

1. A change in the scope of work,
2. An additional scope of work,
3. The omission of a portion of the work as per the Conditions of Contract.
4. Rework due to change in Owner’s instructions.
5. Change in Technical Specifications.
6. Any of the above in combination.

A Variation shall not comprise the omission of any work which is to be carried out by others.

The PCA shall execute and be bound by each Variation, unless the PCA promptly gives notice to the PMC stating (with supporting particulars) that

i. the PCA cannot readily obtain the Goods required for the Variation,
ii. it will reduce the safety or suitability of the Works, or

Upon receiving this notice, the PMC shall cancel, confirm or vary the instruction, as instructed by the Owner.
48.2 Value Engineering

The PCA may, at any time, submit to the Owner a written proposal which (in the PCA’s opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Owner of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Owner of the completed Works, or (iv) otherwise be of benefit to the Owner.

The proposal shall be prepared at the cost of the PCA and shall include the items listed in [Variation Procedure].

48.3 Variation Procedure

If the Owner requests a proposal, prior to instructing a Variation, the PCA shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

(a) a description of the proposed design and/or work to be performed and a programme for its execution,

(b) the PCA’s proposal for any necessary modifications to the programme according to Sub-Clause 25.1 [Programme] and to the Time for Completion, and

(c) the PCA’s proposal for adjustment to the Contract Price.

The Owner shall, as soon as practicable after receiving such proposal shall respond with approval, disapproval or comments. The PCA shall not delay any work whilst awaiting a response.
Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Owner to the PCA, who shall acknowledge receipt.

Upon instructing or approving a Variation, the Owner shall proceed to agree or determine adjustments to the Contract Price and the Schedule of Payments.

48.4 Adjustments for Changes in Legislation:

The Contract Price shall not be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the PCA in the performance of obligations under the Contract, except for laws of taxation. However, if any such change in statutory legislations results in increase / addition of any new structure(s), the costing of such structures shall be as per respective cost categories defined under this contract

If the PCA suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of any non-taxation changes in the Laws or in such interpretations, made after the Base Date, the PCA shall give notice to the Owner and shall be entitled subject to [PCA's Claims] to:

(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 25.0 [Extension of Time for Completion], and

(b) PCA shall furnish the details of additional cost impact with actual proof for Owner's approval

After receiving this notice, the Owner shall proceed to agree or determine these matters.
48.5 Price Adjustments for the Works

(i) Contract Rate agreed for built up area shall remain firm, the Contract Price shall change depending upon the actual built up area constructed, for a period of 4 years from the Base Date for the given scope in the Contract and thereafter subject to adjustments in accordance with the provisions of this Clause.

(ii) To the extent that full compensation for any increase or decrease in costs to the PCA is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this Agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.

(iii) Beyond 4 years, the cost as confirmed in this contract shall change as per CPI (Inflation Index) of the given year.