

Corrigendum- II for Procurement of Shelter Enclosures and Upgradation of Power Infrastructure

<b>Andhra Pradesh State FiberNet Limited</b>
<b>Corrigendum- II Dated: 16-09-2020</b>
<b>APSFL/BBNL/73/2016/Shelter &amp; Power Infra, Dated: 26-08-2020</b>

S. No	Section No	Page No	Existing Clause	Revised Clause
1.	1.4 (16)	13	<p><b>Key events and dates:</b> Last date and time for submission of Proposal (Proposal Due Date): 16/09/2020 at 03:00 PM The proposal is to be submitted on <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> on eProcurement portal.</p>	<p><b>Key events and dates:</b> Last date and time for submission of Proposal (Proposal Due Date): <b>22/09/2020</b> at 03:00 PM The proposal is to be submitted on <a href="http://www.apecurement.gov.in">www.apecurement.gov.in</a> on eProcurement portal.</p>
2.	1.4 (17)	13	<p><b>Key events and dates:</b> Date and time of opening of Prequalification on e-procurement platform: 16/09/2020 at 05:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520001 Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> Email address: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a></p>	<p><b>Key events and dates:</b> Date and time of opening of Prequalification on e-procurement platform: <b>22/09/2020</b> at 05:00 PM Andhra Pradesh State FiberNet Limited NTR Administrative Block, 3rd Floor, Pandit Nehru Bus Station, NH -65, Vijayawada – 520001 Web address: <a href="http://www.apsfl.in">http://www.apsfl.in</a> Email address: <a href="mailto:apsfl@ap.gov.in">apsfl@ap.gov.in</a></p>
1.	1.4 (20)	14	<p><b>Key events and dates:</b> Bid Processing Fee (Non-refundable): INR 50,000/- (Fifty Thousand Rupees Only) In the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada. Original DD must be submitted in APSFL office at Vijayawada before bid submission date.</p>	<p><b>Key events and dates:</b> Bid Processing Fee (Non-refundable): INR 50,000/- (Fifty Thousand Rupees Only, <b>including GST</b>) In the form of Demand Draft issued by one of the Nationalized / Scheduled Banks in India drawn in favour of 'Andhra Pradesh State FiberNet Limited', payable at Vijayawada. Original DD must be submitted in APSFL office at Vijayawada before bid submission date.</p>

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### Additional clauses:

#### Section: 2. Terms and Conditions

##### **2.31 Extension of time in Contracts**

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

- a. **Extension due to modification:-** If any modifications have been ordered which in the opinion of APSFL have materially increased the magnitude of the work, then such extension of contracted date of completion may be granted as shall appear to APSFL to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date may be considered necessary as soon as the clause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- b. **Extension for delay not due to APSFL or Contractor:-** If in the opinion of APSFL, the progress of work has any time been delayed by any act or neglect of APSFL employees or by other contractor employed by the APSFL or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by APSFL pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the APSFL for which he shall have specially applied in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonable required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. APSFL on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.  
No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- c. **Extension for delay due to APSFL** In the event of any failure or delay by the APSFL to sure site readiness necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the APSFL due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the APSFL may grant such extension or extensions of the completion date as may be considered reasonable.

##### **2.32 Extension of time for delay due to contractor**

The time for the execution of the work or part of the works specified in the contract documents shall be demand to be essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than reasons specified in 2.30, the APSFL may, if satisfied that the works can be completed by contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the APSFL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as per penalty terms mention under clause 2.31.

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For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 10% of the first Rs.2 lakhs and 5% of the balance of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Further competent authority while granting extension to the currency of contract under clause 2.31 may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, if that the APSFL is not satisfied that the works can be completed by the contractor and in the event of failure on the part aforesaid, the APSFL shall be entitled without prejudice to any other right or rescind the contract, Whether or not actual damage is caused by such default.

**“All General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) as per Department of Roads and Buildings, Government of Andhra Pradesh are applicable for this RFP.”**

### **6.3 Other Forms and Formats**

#### **6.3.1 Annexure K – Power of Attorney**

##### **Sample form of Power of Attorney for signing the Application & Bid**

(On INR 100.00 Non judicial Stamp Paper and duly notarized)

KNOW ALL MEN BY THESE PRESENTS,

We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name), \_\_\_\_\_ son/daughter/wife of and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project proposed by the \_\_\_\_\_ (the “APSFL”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the APSFL, representing us in all matters before the APSFL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the APSFL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the APSFL.

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.

The Power of Attorney shall be effective from \_\_\_\_\_ and will continue to be valid binding and unforgettable till the attorney Mr \_\_\_\_\_ ceases to be in the employment of the company unless otherwise withdrawn earlier by the company. This Power of Attorney will supersede any Power of Attorney issued earlier prior to the date of execution. In case this Power of Attorney is withdrawn, for any reasons, APSFL shall be pre intimated.

IN WITNESS WHEREOFF for and on behalf of M/s \_\_\_\_\_ Mr \_\_\_\_\_ Managing director of the company has set his hands with company seal on the day of \_\_\_\_\_ Month of \_\_\_\_\_ year \_\_\_\_\_ and at \_\_\_\_\_.

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For

(Signature, name, designation, address and with emblem of office seal)

Accepted

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

Witnesses:

1. (Notarized)
- 2.

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. 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.
3. In case the Application is signed by an authorized signatory / Partner, a certified copy in the regard should be enclosed in lieu of the Power of Attorney.
4. **Submission of this Annexure is mandatory along with the bid. Failure to submit this Annexure may lead to disqualification.**