

**ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED
(A Subsidiary of APGENCO)**

Vidyut Soudha, Gunadala, Vijayawada – 520004

Andhra Pradesh, India

Ph No: (+91)866-2454633

E-mail: appdcl.office@apgenco.gov.in/ appdcl.office@gmail.com

E-Tender Specification No: RFX No:610001880

APPDCL- SDSTPS –Pond ash Transportation from SDSTPS Ash dyke at Nelatur (V), Muthukur(M), SPSR Nellore District, Andhra Pradesh to Road construction projects of NHA

**Online Bids invited
on
APGENCO e-Procurement Platform Tendering Process**

PART-I

PRE QUALIFICATION & TECHNICAL BID

**O/o Chief General Manager/APPDCL
2nd Floor, APPCC Building,
Vidyut Soudha, Gunadala, Vijayawada – 520004
Andhra Pradesh, India
Ph No: (+91)866-2454633**

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**ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED
VIDYUT SOUDHA::VIJAYAWADA – 520004**

Office of the
Chief General Manager/APPDCL,
2nd floor,APPCC Building ,Vidyut Soudha,
Gunadala ,Vijayawada– 520004.

Proc.No: CGM/APPDCL/EE/C/F.NIT/ RfX No:610001880/D.No:375/25, Dt.17.02.2025.

1.	Department Name	Andhra Pradesh Power Development Company Limited
2.	Circle/ Division Name	Chief General Manager/APPDCL,2 nd floor, APPCC Building, Vidyut Soudha, Gunadala,Vijayawada-520004
3.	Tender Notice No.	RfX No:610001880
4.	Name of Work	APPDCL- SDSTPS – Pond ash transportation from SDSTPS Ash dyke at Nelatur(V), Muthukur(M), SPSR Nellore District, Andhra Pradesh to Road construction projects of NHAI
5.	Estimated Contract Value	Rs. 270.0 Crores
6.	Period of Contract	24 (Twenty four) months from date of issue of LOA
7.	Form of Contract	LS
8.	Tender Type	Open, Two part bid tendering System
9.	Tender Category	Works
10.	Bid Security (EMD)	<u>For Non-PEMD holders:</u> Rs.1,00,000/-in the shape of DD/BC/Pay Order and Rs.1,80,00,000/- as Bank Guarantee/DD/BC/Pay Order/Insurance Surety Bonds issued as per IRDAI guidelines <u>For PEMD holders (Who have Rs.5.00 Lakhs PEMD with APPDCL):</u> Rs.1,00,000/-in the shape of DD/BC/Pay Order and Rs.1,75,00,000/- as Bank Guarantee/DD/BC/Pay Order/Insurance Bonds issued as per IRDAI guidelines (Copy of PEMD approval letter from APPDCL shall be furnished)
11.	Bid Security Payable to	DD / BC / PO shall be drawn on any Nationalized / Scheduled Banks in favour of Senior Accounts Officer /APPDCL , Vidyut Soudha, Vijayawada-520004 and Bank Guarantee shall be in favour of The Chief General Manager/APPDCL /2nd Floor/ APPCC Building/Vidyut Soudha/ Vijayawada-520004 from any Nationalized/Schedule Banks. The Bank Guarantee/ Insurance Surety Bonds issued as per IRDAI guidelines in the prescribed proforma (form enclosed) which shall be valid for a period of 270 days from the date of opening of pre-qualification bid with a further claim period of 6 months.

12.	Process Fee	Not Applicable
13.	Schedule Available Date & Time	18.00 Hrs on 17.02.2025
14.	Bid Submission closing Date& time	15.00 Hrs on 04.03.2025
15.	Technical bid opening Date & time	16.00 Hrs on 04.03.2025
16.	Bid Submission	Online
17.	Bid Validity	180 days from the date of opening of the Bid
22.	Price Bid Opening Date & Time	16.00 Hrs on 11.03.2025
23.	Eligibility Criteria	<p>1.0 <u>TECHNICAL CRITERIA:</u></p> <p>The bidder as a prime contractor should have executed the similar nature of works of a value not less than Rs. 45.0 Crores (Rupees Forty Five Crores Only) in any one year within the preceding three (03) years reckoned from the date of Techno-commercial bid opening.</p> <p>The experience of the contractor who have executed the similar nature of works i.e. the work of transportation through Road (including loading/unloading) of Ash in any Thermal Power Plants (or) State/Central Govt. & PSUs (or) IPP's will be considered.</p> <ol style="list-style-type: none"> 1. In case of contract(s) under execution as on date of Techno-commercial bid opening, the value of work executed till such date will be considered. 2. For the PO/WO which were awarded prior to preceding 3 years from the date of Techno-commercial bid opening, the value of work executed in the preceding 3 years from the date of Techno-commercial bid opening will be considered. 3. The executed value is defined here under: The executed value shall mean the total value of work executed under a single Purchase Order/Work Order/Agreement. However, if the work of "Transportation through Road (including loading/unloading) of Ash" is part of some different nature of Work/ Purchase Order/Work Order/Agreement, then the total value of work executed in respect of similar items will only be considered. <p>The tenderer should upload only attested experience certificates. The experience certificates should clearly indicate financial year wise break up for value of work</p>

		<p>done along with quantities of various items of similar works executed as mentioned above executed. Experience certificates without these details will not be accepted and the tender will be considered as incomplete.</p> <p>4. Reference work(s) executed by the bidder, as a member of joint Venture / Consortium / Associate can also be considered provided:</p> <p>The Joint venture/Consortium must be the one registered as “Unlimited Liability Partnership firm” in India with names of all the Member(s)/Partner(s) find place in the Register of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint venture/Consortium up to 3 Member(s)/Partner(s) all from Indian nationality (or) from Abroad (In case of JV/Consortium with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%) and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract agreement/LOI and must furnish under the Indian Partnership act, with the Register of Firms</p> <p>The allocation of scope of work between the partners of the joint Ventures / consortium / Associate is clearly defined in the executed joint venture agreement / consortium agreement / deed of joint undertaking and the bidder's scope of work and break-up of quantities executed by them as individual contribution in the joint Venture / Consortium / Associate, duly authenticated by the Project Authority/Owner, meet the relevant provisions of eligibility criteria.</p> <p>In case the reference work has been executed by the bidder in an integrated joint venture wherein allocation of scope of work and break-up of quantities between the partners is not clearly specified in the integrated joint venture Agreement, then for establishing the eligibility as per technical criteria, the credit of executed quantities can be claimed by the bidder in the ratio of bidder's share in the integrated joint Venture Agreement, provided the bidder establishes that it regularly undertakes works mentioned in Qualifying Requirements. The executed works/ quantities by the Integrated Joint Venture shall be duly authenticated by the Project Authority/owner.</p>
		<p>2.0 <u>FINANCIAL CRITERIA:</u></p> <p>The Bidder shall submit Audited financial statements/turnover certificate, for the last 3 financial years and the turnover should be more than Rs.50.0 Crores (Rupees Fifty Crore Only) in any</p>

		one year within the preceding three (03) years reckoned from the date of Techno-commercial bid opening.
		<p>3.0 SOLVENCY CERTIFICATE:</p> <p>Solvency Certificate for Rs.11.25 Crores (Rupees Eleven Crores twenty five lakhs Only) from any Nationalized/ Scheduled bank (or) the net worth certificate issued by a Chartered account in lieu of solvency certificate, to know the financial status of the firm/company.</p> <p>The date of issuance of the certificate shall not be older than one (1) year as on bid submission date.</p>
		<p>Proof in support of the above shall be uploaded in the APGENCO e-procurement portal.</p> <p>Responsibility for correctness of the information submitted in the online bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected but also the bidder will be BLACKLISTED.</p>
24.	Place of Opening of Tenders	In the chambers of Chief General Manager/APPDCL, 2 nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada – 520004.
25.	Officer Inviting Bids	Chief General Manager/ APPDCL, 2 nd floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada– 520004.
26.	Address	Chief General Manager/ APPDCL, 2 nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada– 520004.
27.	Contact Details	Chief General Manager/ APPDCL, 2 nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada– 520004. Phone: (+91)866-2454633
28.	Procedure for bid submission	<p>a. The tender should be in the prescribed forms which can be obtained from APGENCO ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the ‘e’ procurement market place https://etender.apgenco.gov.in/irj/portal. Those Contractors who register themselves in the APGENCO e-procurement market place can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on APGENCO e- procurement platform.</p> <p>b. Intending bidders can contact office of the Chief General Manager/ APPDCL, 2nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada– 520004 for any clarification/</p>

		<p>information on any working day during working hours.</p> <p>c. The bidders who are desirous of participating in APGENCO e- procurement shall submit their bids etc., in the standard formats prescribed in the tender documents, displayed at APGENCO “e” procurement platform. The bidders should invariably upload the statement showing the list of documents etc., in the “e” market place in support of their work experience. The bidder should upload scanned copies of all relevant certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity.</p> <p>d. Bid evaluation of the tenders would be done on the Certificates/documents uploaded on APGENCO “e” procurement platform towards qualification criteria furnished by them.</p>
29.	Statutory Requirements	<p>The Tenderer shall fulfill the following statutory requirements.</p> <p>a. Income tax Clearance Certificate: The contractor shall furnish copy of Permanent Account number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.</p> <p>b. EPF, ESI & GST: The contractor shall comply with the statutory labor rules and regulations i.e. EPF, ESI, & GST etc. as may be as applicable and shall furnish the returns and information as may be specified from time to time. Purchase Order will not be issued without above statutory norms.</p>
30.	Documents to be submitted (Hard copies) to the Tender inviting authority	<p>a. All the bidders shall invariably upload the scanned copy of DD/BC/PO and BG in APGENCO e-procurement system and this will be the primary requirement to consider the bid responsive.</p> <p>b. The Department shall carryout the bid evaluation solely based on the uploaded certificates/ documents, DD/BC/PO and BG towards EMD in the APGENCO e-procurement system.</p> <p>c. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents, DD/BC/PO and BG towards EMD before issue of Letter of Intent.</p> <p>d. The successful bidder shall invariably furnish the original DD/BC/PO and BG towards EMD, certificates/ documents of</p>

		<p>the uploaded scanned copies such as Contractor registration, Experience certificates relating to similar works & prime quantities, Labour license, Solvency certificate, EPF, ESI & GST registration certificates and PEMD etc., to the Tender Inviting Authority on intimation of date before issue of Letter of intent either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/ non-receipt of original DD/BC/PO and BG towards EMD, certificates/ documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinity of the BG towards EMD and all other certificates/documents uploaded by the bidder in APGENCO e-procurement system in support of the qualification criteria before issue of Letter of Intent.</p> <p>e. If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, DD/BC/PO and BG towards EMD within stipulated time or if any variation is noticed between the uploaded documents and the hardcopies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on APGENCO e-procurement platform for a period of 3 years. The APGENCO e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the work. Other conditions as per tender document are applicable.</p> <p>The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority a proof of Hardcopies submission to avoid any discrepancy.</p> <p>The tenderer is liable to be disqualified, if he is found to have misled or furnished false information in the forms/ statements/ certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing earlier contracts, inordinate delay in completion of works, litigation history, financial failures and/ or participated in the previous tendering for the same work and has quoted unreasonable high price etc.</p> <p>Even while executing the work, if found that the contractor</p>
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		<p>had produced false/ fake certificates, he will be black listed and the contract will be terminated and his Bid security and security deposit will be forfeited and work will be carried out through other agency at his cost and risk.</p> <p>The tenderer shall furnish the declaration that:</p> <ol style="list-style-type: none"> i. They have not been black listed in any Department due to any reasons. ii. They have not been demoted to lower category in any Department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years. iii. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected. <p>The soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.</p>
31.	Other relevant information	<ol style="list-style-type: none"> 1. Please go through the detailed tender conditions and rules in APGENCO e-procurement platform for Tendering procedure. 2. APPDCL reserves the right to reject any or all the tenders without assigning any reasons thereof. 3. APPDCL reserves the right to amend or modify the tender and its conditions. 4. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. 5. The tenderers have to upload the information <u>preferably in Zip format</u>. 6. The tenderers should upload the documents <u>duly signing each and every paper</u>. 7. For all clarifications & guidance, the bidders may contact the Chief General Manager/APPDCL, 2nd floor, APPCC building, Vidyut Soudha, Gunadala, Vijayawada – 520004.

32.	Help Desk on e-tender site.	All tenderers are requested to contact HELPDESK provided in the APGENCO e-tender site i.e., https://etender.apgenco.gov.in Email: srm@apgenco.gov.in ; erphelpdesk@apgenco.gov.in ; 0866 – 2526979, 6980, 6969
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CHIEF GENERAL MANAGER/APPDCL

ONLINE BID SUBMISSION PROCEDURE

1) Registration with APGENCO e-procurement platform:

Only those bidders, who are registered on the APGENCO e-procurement website, are eligible to participate. For any queries on registration and online bid submission, on APGENCO e-Procurement website, the bidders may have to contact HELP DESK of Service provider on <https://etender.apgenco.gov.in>.

The details of e-Procurement tenders can be accessed from APGENCO e-Procurement website i.e. <https://etender.apgenco.gov.in>. The bidder may login using their login id & password to view all tenders available for the bidder. Alternatively, the bidder can access APGENCO e-tender site by using the link provided in www.apgenco.gov.in website.

2) Pre-requisites to submit tenders on line:

- (a) The bidder should have a valid User ID and password to access APGENCO e-Procurement website. A system generated password is sent to the bidder at the time the bidder is registered as a SRM Vendor.
- (b) The bidder should have a legally valid Class-II/Class-III digital certificates and encryption certificates as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- (c) The bidder should have internet connectivity, preferably broadband.

3) Instructions for obtaining Digital Certificate:

- (a) In order to bid for APGENCO e-tenders all the vendors are required to obtain a legally valid Class-II/Class-III digital certificate and encryption certificate as per Indian IT Act from the licensed. Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in/>).
- (b) For obtaining Digital Certificate, visit the site of the licensed CA using internet browser. Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India. For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.
- (c) Use the **class 3** Digital Certificate thus obtained for online bidding on APGENCO e-Procurement site. Links to some of the licensed CA's are provided below:
<http://www.tcs-ca.tcs.co.in/>
<http://www.apt.gov.in/>
<http://www.safescrypt.com/>
<https://www.ncodesolutions.com/>
<http://mtndigitalsignature.com>

4) Technical Settings:

For all the technical setting of PC, bidders are requested to go through the “**Guidelines to Bidders for participating in APGENCO's e-Procurement Tenders**” provided in the APGENCO e-Procurement site i.e. <https://etender.apgenco.gov.in>.

5) Bid Attachments:

The bidders should not upload multiple files with same file name. If you wish to upload a new version of an already uploaded file, please ensure that the file name is numbered (e.g. if you have already uploaded a file named abc.pdf and wish to upload a new version of the same, you may upload it with the name abc_v2.pdf).

6) Vendor Registration:

The Bidders should submit the online vendor registration requests, well in advance before the Bid submission deadline at least 2 working days before submission deadline.

7) All the bidders are requested to view bidder manual (RFx & Auction) i.e. Bidder Training document for Supplier Relationship Management (SRM) provided in the APGENCO e-Procurement site, <https://etender.apgenco.gov.in>.

8) Tender Document:

(a) The Bidder is requested to download the tender document and read and understand clearly all the terms and conditions mentioned in the tender Document. Any clarifications shall be sought from the Tender Inviting Authority, prior to submission of offer only.

(b) APPDCL reserves the right to amend or modify the tender and its conditions on or before the bid Schedule Closing Date & Time.

(c) It is the responsibility solely of the Bidder, to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority, from time to time, in the APGENCO e-Procurement website. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

9) The bidders should fulfill any other pre-requisites mentioned in the tender documents of a specific tender. The tenderer should read and understand clearly the general instructions and terms and conditions of the tender document before uploading of documents and submission of the tender.

10) Online Submission of Bids:

- (a) Bids are invited, online, on APGENCO e-Procurement website, in Two Parts viz.,
- **Part-I or Pre-Qualification Bid (PQB) and**
 - **Part-II or PRICE BID (also referred as COMMERCIAL BID on APGENCO e-Procurement Platform).**
- (b) The Bidder shall submit his Bid online, on APGENCO **e-Procurement platform** ie., <https://etender.apgenco.gov.in>, as per the procedure given below.
- (c) The bidders shall register on the APGENCO e-procurement Website, i.e. on <https://etender.apgenco.gov.in> and submit their bids online. **Offline bids will not be entertained by the Tender Inviting Authority, for the tenders published in APGENCO e-Procurement website. Any offline submission of the bid will be rejected and action deemed fit will be taken against the bidder according to the norms of APGENCO e-procurement.**
- (d) The bidders need to scan and upload the Earnest Money Deposit in specified form & for requisite amount and required documents as per the tender requirements duly signed on each page with seal owning responsibility for their correctness/authenticity.

11) **Opening of Tenders:**

- (a) **Part-I** i.e. **‘Pre-qualification Bid/Technical Bid’ or PQB**, will be opened ONLINE, at the time and place specified in the tender notice by the CGM/APPDCL or his authorized assistant in the presence of such of the bidders or their authorized representatives with valid authorization, who may desire to be present.
- (b) **Evaluation of Pre-Qualification Bids:** The Department shall carry out the technical bid evaluation solely based on the uploaded documents/Certificates etc, DD/BC/BG towards EMD in the e-procurement system **and Part-II: ‘Price Bid’ or ‘COMMERCIAL BID’s** of the responsive Bidders shall be opened ONLINE, at the time and place indicated.
- (c) **Evaluation of Price Bids:** The Department shall carry out the price bid evaluation based on the terms & conditions quoted by the bidders and also as per the APPDCL procedure in vogue.
- (d) It is the responsibility of the Bidder to ensure that the PRICE BID is completely in line with the PQB. In case the terms indicated in Part-II are found to be different from those indicated in Part-I, APPDCL reserves the right to either consider the terms more favorable to APPDCL, or to reject the Bid, outright.
- (e) **Bidders are requested to ensure that they do not upload Part-II, ie., Price Bid/Commercial Bid, along with Part-I: ie., Pre-Qualification/Technical**

Bid. APPDCL reserves the right to disqualify those Bidders whose PQBs are found to contain Price Bids also.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, DD/BC/BG towards EMD prior to entering into agreement.

- 12) Intending bidders can contact the office of the CGM/APPDCL/2nd Floor /APCC Building/Vidyut Soudha/Vijayawada-520004 for any clarification/information on any working day during working hours. Phone: 0866-2454620/633.
- 13) **Submission of Hard Copies:** The successful tenderer shall submit the hard copies of tender documents along with original EMD to the Chief General Manger/ APPDCL or any of his authorized representative either directly or through his agent or by registered post or by courier service before stipulated time given to him before placing the Purchase Order. The date of submission of hard copies will be intimated after finalizing of the successful tenderer through mail to the registered e-mail ID on APGENCO e-procurement website. The receipt of the same within the stipulated date shall be the responsibility of the successful bidder. A copy of valid Contractors Registration proceedings shall be enclosed along with the hard copies of Tender documents.
- 14) If the due date for opening of the tenders happens to be a Public holiday, the opening of the tenders will be done on the next working day at the same time and venue as specified originally for opening. APPDCL reserves the right to amend or modify the tender document and its conditions.
- 15) **Regarding Online Bidding:**
 - (a) Notwithstanding the particulars/guidelines stipulated in this document, all the bidders are advised to get themselves acquainted with the latest rules & regulations governing submission of Bids, on the APGENCO e-Procurement platform.
 - (b) It is the responsibility of the Bidder, to ensure that the scanned copies uploaded to the APGENCO e-Procurement website, are legible.
 - (c) Online Offers which are found to be either incomplete or corrupted are liable to be rejected. In order to avoid any such possibility, it is recommended that once the Bid is completely uploaded, the Bidder shall verify the uploaded documents & particulars, downloading the documents, if necessary. The Bidder shall be solely responsible for ensuring that all requisite documents have been successfully uploaded.
- 16) **DISCLAIMER:**
 - (a) This Tender Specification, and any subsequent addenda/amendments etc, will be made available on APGENCO's e-procurement website, and can be downloaded free of cost. The Bidders shall be solely responsible, for ensuring that their Bids are completely in line with the requirements stipulated therein.
 - (b) The Specifications stipulated in these documents, are indicative only. It is the responsibility of the Bidder to ensure that the materials/equipment offered, are completely as per Site

requirements. The Bidders are advised to depute their representatives to Site, to study Site conditions, ascertain/assess site requirements, collect all necessary particulars etc.

- (c) Any discrepancies in the requirements stipulated in these documents, shall be brought to the notice of the undersigned, and clarifications shall be obtained prior to submission of Offer itself.

Bidders are advised not to make any assumptions or inferences, on their own.

- (d) The Tenderer should read and understand clearly the general instructions and terms and conditions of the tender document before uploading of documents and submission of the tender.
- (f) APPDCL reserves the right to amend or modify the tender and its conditions before the due date & time of Schedule Closing.
- (g) The contractors have to upload the information preferably in Zip format.
- (h) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
- (i) Notwithstanding anything stated above, APPDCL reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APPDCL. In respect of Qualification of the tenderers, *the decision of APPDCL is final.*
- (j) APPDCL reserves the right to split the order on more than one bidder, in any manner or reject any or all tenders without assigning any reason.

17) Bid Submission Acknowledgement:

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the APGENCO e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. APPDCL shall not responsible for incomplete bid submission by users.

- 18) The contractors have to upload the information preferably in Zip format. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.**

Note: PQB documents shall be uploaded in C-Folder Attachments (Non-Price components) only.

Any information if required, may contact Chief General Manger/APPDCL/ Vijayawada through email: appdcl.office@apgenco.gov.in; Contact No. 0866– 2454620/633.

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CHIEF GENERAL MANAGER/APPDCL

DETAILED TENDER NOTICE

1. The tender in Two part bid (Part-I & II) system for the work of “APPDCL - SDSTPS - Pond ash transportation from SDSTPS Ash dyke at Nelatur(V), Muthukur(M), SPSR Nellore District, Andhra Pradesh to Road construction projects of NHAI” should be in the prescribed forms which can be obtained from APGENCO ‘e’ procurement platform from the date of electronic publication up to the time and date indicated in the tender notice. The intending bidders shall enroll themselves on the APGENCO ‘e’ procurement market-place <https://etender.apgenco.gov.in>. Those tenderers who register themselves in the APGENCO ‘e’ procurement market place can download the tender schedules at free of cost. The bidders shall authenticate the bid with their digital certificate for submitting the bid electronically on APGENCO ‘e’-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the APGENCO e-procurement platform.

The participating tenderer shall get registered in the APGENCO e-procurement platform and log on to etender.apgenco.gov.in for tendering and auction process. The details of tender process and auction process are available in the websites. In case of any clarification, the bidder may contact the APGENCO help desk. All Bidders are requested to contact HELPDESK provided in the APGENCO e-tender site i.e., <https://etender.apgenco.gov.in> (or) 0866-2526969, 2526979, 2526980, for any technical problems / difficulties.

The intending bidders can download tender specification and submit their tenders online at APGENCO e-procurement market place viz., <http://etender.apgenco.gov.in/irj/portal>. The tender forms can be downloaded up to 15.00 Hrs on 04.03.2025. Bids can be submitted up to 15.00 Hrs on 04.03.2025.

The Prequalification/Technical Bids will be opened through APGENCO e-procurement platform by the Chief General Manager/ APPDCL on 04.03.2025 at 16.00 Hrs in her chamber, 2nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada – 520004. If the tender opening day happens to be a holiday, the tenders will be opened at the same time mentioned above on the next working day. The tenderers or their authorized agents are expected to be present at the time of opening of tenders.

Intending bidders can contact the office of the Chief General Manager/ APPDCL, 2nd floor, APPCC Block, Vidyut Soudha, Gunadala, Vijayawada – 520004 for any clarification/ information regarding tender specifications on any working day during working hours.

The bidders who are desirous of participating in e-procurement shall submit their pre-qualification technical bid and price bids in the standard formats prescribed in the tender documents, displayed in APGENCO e-procurement platform. The bidders should invariably upload the statement showing the list of documents etc. in support of their pre-qualification eligibility/Technical bids. The bidders shall read the tender specifications and requirements of the Tender Inviting Authority thoroughly and

then prepare documents in the prescribed form for uploading in the APGENCO e-procurement portal. The bidder should upload scanned copies of DD/BG towards EMD in APGENCO e-procurement portal, self-declaration and all other relevant documents/certificates. The bidder shall sign on all the statements, documents, certificates, uploaded by them owning responsibility for their correctness / authenticity.

Pre-Qualification (PQ) evaluation is done solely based on the documents uploaded as per eligibility criteria and scanned copy of EMD uploaded in the APGENCO e-procurement system and determines the qualified bidders. The price bids of qualified bidders only will be opened. The bidder may contact HELPDESK provided in the APGENCO e-tender site i.e. <https://etender.apgenco.gov.in> (or) **0866-2526969, 2526979, 2526980 for any technical problems / difficulties.**

The successful bidder shall invariably furnish the original hard copies of DD/BG towards EMD, Technical and Commercial eligibility Certificates/documents, self-declaration and undertaking and other statutory documents as per tender specifications uploaded in the e-procurement portal to the Tender Inviting Authority within stipulated time given either personally or through courier or post and the receipt of the same within the stipulated date mentioned shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt of/ non-receipt of original documents from successful bidder before the stipulated time. On receipt of documents, the Department shall examine the genuinity of original documents uploaded by the bidder in e-procurement system in support of the qualifications criteria.

If successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on APGENCO e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

2. **Earnest Money Deposit:**

Intending tenderer must pay the EMD amount of **Rs.1,00,000/-** in the shape of DD/BC/Pay Order and **Rs. 1,80,00,000/- (Rupees One Crore and Eighty Lakh only)** as Bank Guarantee/DD/BC/Pay Order/ Insurance Surety Bonds issued as per IRDAI guidelines. DD/BC/Pay Order shall be drawn from any nationalized/ scheduled bank in favour of **Senior Accounts Officer, APPDCL** payable at Vijayawada and Bank Guarantee/ Insurance Surety Bonds issued as per IRDAI guidelines (as per proforma enclosed in Annexure) shall be issued by any Nationalized bank/ scheduled bank in the name of **The Chief General Manager/APPDCL/ Vijayawada.** The validity of B.G shall be for a minimum period of 270 days from the date of opening of pre-qualification bid with further claim period of six months.

PEMD holders: Rs. 1,00,000/- in the shape of DD/BC/Pay Order and Rs. 1,75,00,000/- (Rupees One Crore seventy Five Lakh only) as Bank Guarantee/DD/BC/Pay Order/ Insurance Surety Bonds issued as per IRDAI guidelines (Copy of PEMD approval letter from APPDCL shall be furnished).

- i) The EMD details may be scanned and uploaded in the APGENCO e-procurement portal. In case of PEMD holders, scanned copies of reference approved letter of PEMD deposited with APPDCL may be uploaded in the e-procurement platform.
- ii) Earnest Money in cash form cannot be accepted under any circumstances.
- iii) If EMD is not paid fully, the tender will be rejected.
- iv) Tenderers are not permitted to withdraw their offer once made for a period of 180 days after the opening of the price bid and in the event of such tenderers withdrawing their tenders within 180 days after opening of price bid, the Earnest Money deposited by them will be forfeited by APPDCL.
- v) The Earnest Money Deposit will be refunded to the un-successful tenderers after placing order/concluding agreement with L1 bidder and starting the work by L1 bidder or at expiration of 180 days from the date of opening of price bid whichever is earlier. The EMD of successful bidder will be returned after remitting Security Deposit and concluding agreement with the competent authority of APPDCL.
- vi) The bidder shall scan and upload DD/BG in APGENCO e-procurement portal towards EMD in the APGENCO e-procurement portal along with self-declaration form along with other documents.
- vii) Failure to sign on the duplicate copy of the Purchase order duly accepting the Purchase order/Failure to enter into required agreement/failure to make the security deposit as defined in the specifications, the EMD will be forfeited. The APPDCL shall also have the right to recover damages according to law apart from forfeiting the EMD.

The EMD will also be forfeited when the successful tenderer fails to furnish the security deposit/Additional Security Deposit if applicable as per the specification/Purchase Order, within 15days from the date of issue of preliminary acceptance letter or letter of intent or Purchase order.

3. **Pre-Qualification Criteria**

The bidder shall upload documents as per eligibility criteria and EMD as mentioned below for Pre-Qualification eligibility. Pre-Qualification evaluation is done solely based on the uploaded documents and EMD details. APGENCO e-procurement system evaluates the prices quoted by the qualified bidders.

Qualifying Requirements for Bidders:

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

TECHNICAL CRITERIA:

The bidder as a prime contractor should have executed the similar nature of works of a value not less than Rs. 45.0 Crores (Rupees Forty Five Crores Only) in any one year within the preceding three (03) years reckoned from the date of Techno-commercial bid opening.

The experience of the contractor who have executed the similar nature of works i.e. the work of transportation through Road (including loading/unloading) of Ash in any Thermal Power Plants (or) State/Central Govt. & PSUs (or) IPP's will be considered.

- i) In case of contract(s) under execution as on date of Techno-commercial bid opening, the value of work executed till such date will be considered.
- ii) For the PO/WO which were awarded prior to preceding 3 years from the date of Techno-commercial bid opening, the value of work executed in the preceding 3 years from the date of Techno-commercial bid opening will be considered.
- iii) The executed value is defined here under:

The executed value shall mean the total value of work executed under a single Purchase Order/Work Order/Agreement.

However, if the work of "Transportation through Road (including loading/unloading)" is part of some different nature of Work/ Purchase Order/Work Order/Agreement, then the total value of work executed in respect of similar items will only be considered.

The tenderer should upload only attested experience certificates. The experience certificates should clearly indicate financial year wise break up for value of work done along with quantities of various items of similar works executed as mentioned above executed. Experience certificates without these details will not be accepted and the tender will be considered as incomplete.

Reference work(s) executed by the bidder, as a member of joint Venture/Consortium/ Associate can also be considered provided:

The Joint venture/Consortium must be the one registered as "Unlimited Liability Partnership firm" in India with names of all the Member(s)/Partener(s) find place in the Register of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint venture/Consortium up to 3 Member(s)/Partner(s) all from Indian nationality (or) from Abroad (In case of JV/Consortium with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%) and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract agreement/LOI and must furnish under the Indian Partnership act, with the Register of Firms

The allocation of scope of work between the partners of the joint Ventures/consortium /Associate is clearly defined in the executed joint venture agreement/consortium agreement / deed of joint undertaking and the bidder's scope of work and break-up of quantities executed by them as individual contribution in the joint Venture/ Consortium/Associate, duly authenticated by the Project Authority/Owner, meet the relevant provisions of eligibility criteria.

In case the reference work has been executed by the bidder in an integrated joint venture wherein allocation of scope of work and break-up of quantities between the partners is not clearly specified in

the integrated joint venture Agreement, then for establishing the eligibility as per technical criteria, the credit of executed quantities can be claimed by the bidder in the ratio of bidder's share in the integrated joint Venture Agreement, provided the bidder establishes that it regularly undertakes works mentioned in Qualifying Requirements. The executed works/ quantities by the Integrated Joint Venture shall be duly authenticated by the Project Authority/owner.

4. FINANCIAL CRITERIA:

The Bidder shall submit Audited financial statements/turnover certificate, for the last 3 financial years and the turnover should be more than Rs.50.0 Crores (Rupees Fifty Crore Only) in any one year within the preceding three (03) years reckoned from the date of Techno-commercial bid opening.

5. SOLVENCY CERTIFICATE:

Solvency Certificate for Rs.11.25 Crores (Rupees Eleven Crores and twenty five lakhs only) from any Nationalized/ Scheduled bank (or) the net worth certificate issued by a Chartered account in lieu of solvency certificate, to know the financial status of the firm/company.

The date of issuance of the certificate shall not be older than one (1) year as on bid submission date.

6. STATUTORY REQUIREMENTS :

The Tenderer shall fulfill the following statutory requirements.

a. Income tax Returns:

The contractor shall furnish copy of Permanent Account number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.

b. EPF, ESI & GST:

The contractor shall comply with the statutory labor rules and regulations i.e. EPF, ESI, & GST etc. as may be as applicable and shall furnish the returns and information as may be specified from time to time. Purchase Order will not be issued without above statutory norms.

APPDCL reserve the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

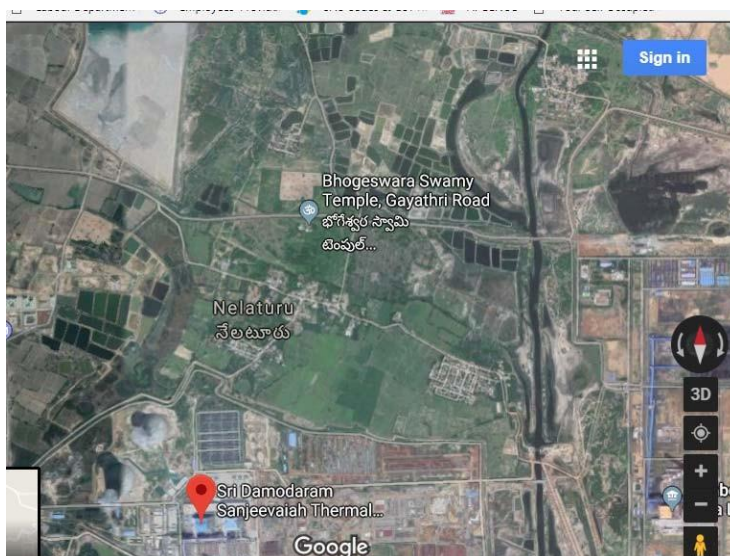
Sd/x x x x
CHIEF GENERAL MANAGER
APPDCL

SITE CONDITIONS

1. Project Information and Data:

Sri Damodaram Sanjeevaiah Thermal Power Station (SDSTPS) is situated at about 23 KM from Vijayawada–Chennai main broad gauge line of Southern Railway. The nearest Railway station is Venkatachalam. Nearest town is Nellore and it is situated on East coast of Bay of Bengal. There is a National Highway–16 connecting Kolkata to Chennai. The nearest airport is Chennai which is approximately 170 KM from the site. The project information and data is given below:

Owner / Purchaser	:	Andhra Pradesh Power Development Company Limited (A subsidiary company of Andhra Pradesh Power Generation Corporation Limited)
Project Title	:	Sri Damodaram Sanjeevaiah Thermal Power Station (SDSTPS)
Map	:	As shown below



Nearest Railway Station	:	Venkatachalam Railway Station (23 KM from site)
Name of Railway	:	South Central Railway
Nearest Airport	:	Chennai (170 KM from site)

Altitude : (+) 2.1 to 3.0 m above mean sea level

Climate : Tropical-Hot-Humid

Ambient Temperature (Dry Bulb)

a) Daily maximum (Mean) : 33.0 Deg. C

b) Daily minimum (Mean) : 24.4 Deg. C

Relative Humidity

a) Maximum Humidity : 84%

b) Minimum Humidity : 46%

c) Average Humidity : 67%

Rainfall

a) Maximum Intensity : 100 mm per Hour

b) Average per annum : 1032 mm

c) Tropical monsoon : June to October

Seismic Zone : III as per IS: 1893-2002

Transport

a) Name of highway near which the plant is located : NH-16 connecting Kolkata and Chennai

b) Railway Gauge : Broad Gauge

2. Site Conditions:

Before submitting the tender, the tenderer shall familiarize himself with the site conditions.

3. Storage and Handling Facilities

The land required for storage of contractors materials, plant and equipment as assessed by the Executive Engineer will be allotted at free of cost. All temporary stores, shelters and other structures necessary for security and protection of the Contractor's materials, plant and equipment shall be arranged by the Contractor.

4. Approach Roads

The access roads to project site are to be inspected by the tenderer before submitting his offer. The Contractor shall at his own cost construct and maintain any additional approach roads or access roads on the site of work as he may deem necessary and shall allow the free use of the same by the department.

5. Water Supply

The contractor has to make arrangements for water required for construction of works at his own cost as per requirements. The contractor has to make his own arrangements at his own cost for arranging supply of treated potable water to his employees on works. He shall have to take all measures required for purification of water in accordance with general rules and regulations of the Public Health Department. Misuse or wastage of water shall be prevented, failing which charges will be levied.

Suitable arrangement shall be made by the contractor for drainage of rain and other water around his colony and work spots to the satisfaction of the Executive Engineer-in-charge and Public Health Department.

6. Power for construction

APPDCL will provide power connection at one point on chargeable basis at prevailing rates fixed by M/s APSPDCL per unit of power consumption. The Contractor shall at his own cost make arrangements for further distribution to his various work sites. In this regard, he shall comply with all the rules applicable to Electricity installation.

The contractor shall make his own arrangements to carry out the work during each shut-off or interruption of power. No claims will be entertained on account of damage or loss that may be caused as a result of such failures or interruptions.

7. Clearing up the site

During construction, the contractors shall keep the work site and storage areas used by him free from accumulations of waste materials or rubbish. Before completing the works, the contractor shall, at his own cost, remove or dispose off in a manner satisfactory to the Executive Engineer-in-charge, all temporary structures, waste and debris and shall fill all holes in the ground and restore the lands to their original condition (as far as practicable) and leave the entire premises in a neat and tidy condition of cleanliness as directed by the Executive Engineer.

8. Utilities and Amenities

The utilities and amenities mentioned herein above shall be available on the terms and conditions specified or may be in force from time to time subject to availability. APPDCL will attempt to maintain these services uninterrupted but no claim or compensation shall be made against APPDCL for any break-downs, interruptions, stoppage, reductions, accidents etc.

9. Dump Areas

Materials obtained for the work shall be dumped in the areas as indicated by the Executive Engineer from time to time. The contractor shall form and maintain access roads, drainage and diversion of nullahs as necessary.

The use of the land under the dump areas and the access roads shall be free of charge.

10. Other Contractors

In the matter of dumps, access roads, drainage, diversions and the like, the contractor shall take into consideration the needs and requirements of other contractors, if any, working in the vicinity. Further, the contractor shall not make or cause disruption, discontent or disturbance to the work, labour or arrangements etc., of other contractors in adjoining areas of this Work or at any other place in the project

Any action by the contractor which the Executive Engineer in his un-questioned discretion may consider as infringement of the above code would be considered as a breach of the contract conditions and the Executive Engineer may take such action as he may deem fit against the Contractor and the action taken shall be considered as final and binding on the contractor.

**RULES FOR PROVISION OF HEALTH &
SANITARY ARRANGEMENTS TO WORKERS**

Rules for the provision of health and sanitary arrangements for workers shall be applicable to all classes of workers.

The contractor's special attention is invited to clauses 37,38,39 and 51 of PS to the APSS and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Engineer in-charge.

1. First Aid:

At the work site, there shall be maintained in a readily accessible place, first aid, appliances and medicines including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during the working hours.

2. Drinking Water:

- a) Water of good quality fit for drinking purposes shall be provided for the workers on a scale of not less than 15 litres per head per day.
- b) Where drinking water is obtained from an intermittent public water supply, each work shall be provided with storage tank where such drinking water shall be stored.
- c) Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or other source of pollution, it shall be properly chlorinated before water is drawn from it, for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.
- d) A reliable pump shall be fitted to each well, the trap door shall be kept locked and opened only for inspection or cleaning which shall be done at least once a month.

3. Washing & Bathing places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clean and well drained. Bathing or washing should not be allowed in or near any drinking water well.

4. Latrines & Urinals:

Latrines and urinals shall be provided within the premises of work site and residential areas separately in an accessible place on the following scale or on the scales so directed by the Executive Engineer-in-charge in any particular case.

	<u>Sets</u>
a) Where the number of persons employed does not exceed 50	2
b) Where the number of persons employed exceed 50 but does not exceed 100.	3
c) For every additional 100.	3

If women are employed, separate latrines and urinals, screened with from those for men, shall be provided on the same scale.

Except in work sites provided with water flushed latrines connected with water borne sewage system, all latrines shall be provided with receptacles and dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary conditions. The receptacles shall be tarred inside and outside, at least once an year.

The excreta from the latrines shall be disposed off at the contractor's expense, in out way pits approved by the local Public Health Authority. The contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinals in a clean condition.

The latrines and urinals shall be constructed and maintained as per the rules of local Public Health department.

5. Shelters during Rest:

At the work site there shall be provided free of cost, two suitable sheds, one for meals and the other for rest for the use of workers.

6. Crèches:

At every work site at which 80 or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children, under the age of 3 years belonging to such women. One hut shall be used for infants games and play and the other as their bed room. The huts shall be constructed on a standard not lower than the following.

- i) Thatched roofs.
- ii) Mud floors and walls
- iii) Planks spread over the mud floor and covered with matting.

The use of the huts shall be restricted to children, their attendants and mothers of the children.

7. Canteens:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers if it is considered expedient.

8. Sheds for workers:

The contractor shall provide at his own expense, sheds for housing the workers. The sheds shall be on a standard not less than the cheap shelter type to live in which the workers in the locality are accustomed. A floor area of about 2 M x 1.5 M for two persons shall be provided. The sheds are to be in rows with 1.5 M clear space between the roofs if conditions permit. The workers, camp shall be laid in units of 400 persons, each unit to have a clear space of 12 M on each side.

GENERAL CONDITIONS OF CONTRACT**Definition & Interpretations:**

In these general conditions of contract the following terms shall have the meanings assigned to them except where the context otherwise required.

“OWNER/CORPORATION means ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED, SDSTPS, Nelatur (V), Muthukur (M), SPSR Nellore Dist. and shall include their legal representative, successors and permitted assignees.

The “Contractor “ means the individual or firm or company whether incorporated or not, under taking for execution of works and shall include legal representatives of such individual or persons composing such firms or unincorporated company successors of such firms or company as the case may be, and permitted assignees of such individual or firm or company.

“Contract” means the notice inviting tender, the tender and acceptance there of and the formal agreement, if any, executed between Andhra Pradesh Power Generation Corporation Limited and the contractor together with the documents referred to therein including those conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

The “Engineer-in-charge” means the engineering officer appointed by the corporation or his duly authorized representative who shall direct, supervise and be in charge of the works for the purpose of this contract.

“Work” means the works to be executed in accordance with the contract.

“Specifications” means the specifications forming a part of the contract for materials and works for the execution of the contract and as amplified, added or specified by special specifications, if any.

“Site” means the lands and or other place on, under on or through which the work is to be executed under the contract including any other lands or places which may be allotted by the corporation or used for the purpose of the contract.

“Letter of Award” shall mean the official notice issued by the OWNER notifying the contractor that his tender has been accepted.

“Guarantee period” shall mean the period during which the contractor shall remain liable for repair of any defect of the works performed under the contract.

Where the context so requires, words imparting the singular only also include the plural and vice-versa.

Heading & marginal notes to those General conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

All the documents pertaining to the contract including specifications, schedules correspondence etc., shall be written in English language.

Contractor to inform himself the following:

The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the contract documents, he shall, before signing the contract, set forth the particulars thereof and submit them to the corporation in writing in triplicate, in order that such doubts may be removed. The corporation will provide such clarification as may be necessary in writing to the contractor. Any information otherwise obtained from the corporation or the ENGINEER shall not in any way relieve the contractor of his responsibility to fulfill his obligations under the contract.

Discrepancies and adjustment of errors:

If there are varying or conflicting provisions made in any documents forming part of the contract, the Chief Engineer/Superintending Engineer shall be deciding authority with regard to the intention of document.

Any error in description, quantity or any omission therefrom shall not vitiate the contract or release the contract from the execution of the whole or any part of the works completed therein according to the specification or from any of his obligations under the contract.

If on check, there found to be differences, between the percentage less/excess on ECV value given by the contractor in words and figures by him in the Schedule of quantities and general summary the same shall be adjusted in accordance with the following rules.

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
- b) The undersigned does not bind himself to accept the lowest or any tender. The undersigned reserves the right to reject any or all tenders without assigning any reason.
- c) Persons tendering must acquaint themselves and satisfy as to the physical conditions prevailing at the site.
- d) No telegraphic/Fax offers will be entertained and APPDCL Ltd will not consider any postal delay.
- e) The APPDCL reserves the right of deleting any or all items of the works mentioned in the schedule without assigning any reasons thereof. The tenderer will not be eligible to claim any sort of compensation in this regard.
- f) The contractor shall provide to his workmen the required safety appliances including protective clothing and guards such as helmets, safety shoes, hand gloves, masks, safety

belts etc., for working in Hazardous areas which shall be identified by the Engineer-in-charge.

- g) The contractor will be required to work either in hot or cold areas, near machines in operation otherwise involving special care on part of the contractor to see that the work is carried out with safety to the men and machines and without hampering the working of the concerned departments of the corporations.
- h) Contractor is responsible for all the accidents and the consequences due to any accident that takes place inside or outside the premises to their workers / other. The APPDCL will pay no compensation if any accidents occur to contractor workers/other, damage to equipment/theft of equipment while carrying out the work. Insurance against all types of risk for the contractor workers/other during the period of execution of the work will have to be arranged by the contractor at his own cost. If failing which the compensation will be recovered from the contractor's bills and paid to victim(s) as per procedure in vogue.
- i) In all cases of personal injury to workmen employed by a tenderer on this work for which the tenderer is liable to pay compensation under the workmen's compensation Act, he shall pay the prescribed medical fee to the Medical Officer for issue of 'C', 'D' forms as prescribed, failing which the said fee will be paid to the Medical Officer by the Department and recovery effected from the contractor's bills.

Subletting of works:

The contractor shall not assign or sublet the contract or any part thereof, allow any persons to become interested therein in any manner whatsoever without the special written permission of the corporation. Any breach of this condition shall entitle the corporation to rescind the contract and also render the contractor liable for payment to corporation in respect of any loss or damage arising or ensuring from such cancellations. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and corporation and shall not relieve the contractor of any responsibility under the contract. In the event of sufficient dues not being available to reimburse corporation for the expenditure incurred by it for the above contractor shall reimburse corporation for the same.

Electrical safety regulations:

In no circumstances shall the contractor interfere with the fuses and electrical equipment belonging to the APPDCL or other contractors. Before the contractor connects and electrical appliances to any Board or Socket belonging to other contractors or APPDCL shall:

- a) Satisfy and obtain permission of the Engineer-in-charge to that effect.
- b) No electrical cable used by the contractor will be disturbed without prior permission.
- c) No weight of any description will be imposed on any such cable and no ladder or equipment will rest against or be attached to it. No work shall carry or any live equipment without permit to work.

Fire protection:

The work procedures that are to be used during the execution of work shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once in a day. Fuel oil, volatile or flammable materials shall be stored away from the work areas in safe containers. All the materials such as working drawings, documents etc., which are combustible but essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting, flanges and other similar fire sources, while doing welding, gas cutting work at elevated levels all care should be taken to protect sparks falling down by providing suitable coverage to avoid free fire and ensuring safety to personnel working in neighborhood.

Security:

The tenderer/Contractor shall have total responsibility for all equipment and materials in his custody, loose, semi-assembled and/or erected serviced overhauled by him at site. The Tenderer/Contractor shall make suitable security arrangements including deployment of security personnel to ensure the protection all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

Defect liability:

The contractor shall be responsible to make good and remedy at his own cost within such a period of 24 months by the Engineer-in-charge any defect observed during the course of execution or which may develop or may be noticed before the expiry of the period mentioned in the Guarantee clause on intimation of which has been sent to the contractor within seven days of expiry of the said period by a letter sent by hand or Registered post or through mail.

Guarantee:

The contractor shall guarantee that all items executed by him shall be free from all defects and workmanship. In case of any defects noticed in workmanship during the defect liability period of Twenty four (24) months after the completion of the work, the contractor shall have to arrange immediate replacement/rectification free of charges without any financial obligation to APPDCL. APPDCL shall also be entitled to recover any losses direct or indirect incurred due to non-fulfilment of contractual commitment in this regard.

Urgent works:

If any urgent work (in respect where for the decision or Engineer-in-charge is final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out the Engineer-in-charge may by his own or other people, carry it out as he may consider necessary if the urgent work is such as a contractor is liable under the contract to carry out at his expense. All expenses incurred on it by the corporation shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

SCOPE OF WORK
AND
OTHER TERMS & CONDITIONS

1. Scope of Work:

Excavation, Loading of Pond ash from SDSTPS ash pond and transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road projects of NHAI.

2. Evaluation Criteria:

- a) Contract shall be enforceable for aforesaid project only.
- b) **Bid Price:** Under the subject contract, the Bidders are required to quote “Accepted % of base value” against the tender price.

For example,

- i) If a Bidder quotes 110% against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% premium on tendered price.
- ii) Similarly, if a Bidder quotes 90% against the field “Accepted % of base value”, then it will be considered that the Bidder has offered 10% discount on tendered price.

Further, Bidder’s to note that the offered Premium/Discount by them in the Bid shall be uniformly applicable on Estimated Unit Rate for each line item under the Rate Contract.

- c) The Evaluated Bid Price (EBP) of the Bidders would be ranked in ascending order as L-1, L-2, L-3 and so on based on “Accepted % of base value” as illustrated above.
- d) The L-2 & L-3 bidders may also be eligible for award of Contract in case bidders agree to match the finalized L-1 bid price.
- e) In case, any other bidder (other than L-1 Bidder) who is given an opportunity to match the lowest finalised Premium/Discount’ with L1 (in the order of their ranking), not agree to do so, then in that case, option shall be provided to next lowest ranked bidder to match the finalized Premium/Discount’ of L1 bidder.
- f) **APPDCL reserves the right to place for entire quantity on one tenderer or divide the quantity suitably and place orders on different tenderers.**

Evaluation Criteria in case of Tie-condition:

In case of tie condition amongst the Bidders (at any Positions) in respect of their Evaluated Bid Price (EBP), the ranking of bidders shall be determined on the basis of their average

Annual Financial Turnover during preceding three (03) financial years, as established in evaluation of financial Qualifying Requirements, with the priority being accorded to the bidder having higher average annual financial turnover over the other bidder.

3. Work distribution criterion for award under Rate contract:

The maximum cumulative award value for eligible shortlisted bidder shall be as under:

The Cumulative maximum award value of individual bidder against Rate Contract shall be worked out as under:

$$\frac{\text{Base Value in e-procurement portal} \times [\text{“Accepted \% of base value”}/100]}{\text{Number of short listed Bidders}}$$

Subject to Cumulative maximum award value of individual bidder against Rate Contract shall not exceed more than Rs. 90.0 Crore (Excluding GST)

Examples:

- a) Total declared Base Value : Rs.270.0 Crore
Maximum No. of Bidders to be awarded (as per Tender condition) : 3

In case, L-1 quoted/finalized discount : 10%
No. of shortlisted Bidders (who matched L-1 quoted/finalised Premium) : 3
Cumulative maximum Award Value of each shortlisted Bidder: Rs.81.0 Crore
[270*0.9/3]

- b) Total declared Base Value : Rs.270.0 Crore
Maximum No. of Bidders to be awarded (as per Tender condition) : 3

L-1 quoted/finalized discount : 10%
No. of shortlisted Bidders (who matched L-1 quoted/finalised Premium) : 2
Cumulative maximum Award Value of each shortlisted Bidder: Rs.90.0 Crore
[Minimum of (270*0.9/2) or 90.0 Crores] and remaining 63.0 Crore shall be left unawarded.

Upon finalization of the Rate Contract to eligible bidder, a separate Letter of Award shall also be issued indicating the finalized rates, applicable GST, maximum award value etc shall also be issued.

During the validity of Rate Contract, as and when requirement of ash supply is received, individual work order/purchase order (PO) shall be issued to the vendor based on the

aforesaid Rate Contract, for the work assigned. The Work Order/Purchase Order (PO) can be given to more than one agency, if the quantity of ash to be supplied is large.

Work distribution shall be decided by Engineer-in-charge as per the ranking priority (L1, L2 & L3) on the basis of ash supply requirement, lead distances, availability of fronts, ash dyke constraints, safety, and plant operation consideration.

One example is as under:

The Work Orders/Purchase Orders(PO) shall be given to the agencies, as per following work distribution:

Normally, award shall be placed initially to lowest evaluated L-1 bidder upto award amount of approximately **Rs.30.0 Crores** or below. Subsequently, award for balance quantity shall be placed to L-2 bidder for an amount approximately **Rs.30.0 Crores** or below and so on to L3...each. Above award shall be placed according to work requirement arisen time to time in APPDCL at aforesaid Project as the Quantity is tentative in nature. After catering of award to all the eligible bidders as per aforesaid manner, the sequential cycle for award will normally be repeated in the above manner.

However, APPDCL/Engineer-in-charge reserves the right to allocate/award the work for initial PO placement to any Contractor(s) & also for further placement of PO in any other manner. Any claim shall not be entertained by APPDCL with respect to Work/PO allocation, from the contractor.

APPDCL does not guarantee the placement of Purchase Order based on the rate contract with the bidders and shall not entertain any claim in this regard. Bidder(s) may note that requirement to supply ash may arise within the state or to bordering state within the range of 300 km from thermal power plant, for which contractor shall be required to transport ash as per the rate, terms and conditions of the rate contract.

4. Diesel Price Variation Clause:

If the prices of Diesel increase or decrease, the payment to the contractor shall be adjusted for such increase or decrease, as per provisions detailed below and the amount of the Rate Contract shall accordingly be varied. This is subject to the condition that such variation in price shall be available only for the work done during the stipulated period as mentioned in awarded work order under rate contract, including such period for which the work validly extended under the provisions of the Rate Contract without any penal action. If the awarded work validity is to be extended beyond the stipulated period for completion of the work attributable to the contractor, upward escalation on

Diesel prices shall not be allowed. The base date for workingout Diesel Price Variation shall be the actual techno-commercial bid opening date.

- i) Monthly Average Price (Calendar Month) for the nearest PSU / IOCL / BP Oil Depot from the Station to be taken for the purpose of diesel price variation, for the work executed in that particular Calendar month.
- ii) The vendor shall submit certified copy of price of Diesel from retail outlet of PSU / IOCL / BP etc. nearest to the Station, as the case may be.
- iii) Vendor shall submit RA bill with frequency in consultation with EIC.
- iv) Vendor shall submit quantity break-up on Calendar month basis. Quantity should be duly certified by the authorized person of the Road Construction Authority.

Formula for Diesel Price Variation Clause (PVC):

To carry out the work described in scope of work, the 25% of Contract price shall be treated as diesel component for Ash transportation from APPDCL-SDSTPS Station to Designated Place defined in Contract including loading & unloading. In case of any variation in price of diesel with respect to the base price of diesel as on 7 days prior to date of Techno-commercial bid opening, the contractprice shall be adjusted as per the following.

Amount of Price Adjustment = $ACR1 - ACR0$

$ACR1 = ACR0 \times [0.75 + 0.25 \times (NDR / BDR)]$

Where,

ACR1 = Adjusted Amount of Contract Price

ACR0 = Awarded Contract Price

NDR = Diesel price in Rs. Per litre as applicable as on month of execution*

BDR = Diesel price in Rs. Per litre applicable as on 7 days prior to the date of Techno-commercialbid opening.

*Monthly Average Price (Calendar Month) for the nearest PSU / IOCL Oil Depot to be taken for the purpose of diesel price variation.

5. Mode of Measurement:

The authorized representative of road projects of NHAH shall certify the quantity of ash received from SDSTPS Station. In order to have better management and control on truck/dumper movement, following Methodology for accounting of Trucks / Dumpers etc transporting Ash to different Road Construction site is to be adopted.

- i) Three copies of challans shall be issued whenever a loaded truck moves out of the dyke of the

station.

- ii) 1st copy of the challan shall be kept by SDSTPS Security Agency/Ash utilisation Department Representative at the station.
- iii) 2nd copy of the challan shall be kept by the Transporting Agency.
- iv) 3rd copy of the challan shall be countersigned by Authorized representative of Road Construction agency (NHAI) at dumping site duly acknowledging the receipt of the consignment at the dumping site (This copy can have a printed certificate to this effect) and the same shall be submitted by the Transport Agency Representative back to station Ash utilisation department on regular basis.
- v) Fast Tag Statement/ Receipts of Toll Plaza en route, if any, shall also be submitted by Transport Agency along with the copy of the challan countersigned by authorized representatives of Road Construction agency (NHAI)
- vi) List of authorized representatives along with specimen signature duly certified by Road Construction agency (NHAI) is to be obtained by SDSTPS representative before start of work.

However, number of ash loaded trucks received at Road Construction site will not be considered for the purposes of payment of excavation, loading, transportation and unloading cost of ash by APPDCL. Payment shall be based on the compacted volume measurement of embankment of fill area, as measured and duly certified by authorized representative of road projects of NHAI without multiplication of any other factor such as density of ash, etc.

7. Payment Terms:

100% of per month rate will be paid within 30 days after satisfactory completion of work on pro-rata basis once in a month. Income tax, TDS and other statutory will be deducted from the bills as per the prevailing rate.

EPF, ESI and GST and welfare fund etc., shall be paid as per rates notified from time to time by the concerned statutory authorities.

If there are any complaints from the labour department about non-payment & less payment of Current Pay to the labourers employed by the contractor for the execution of the work under agreement, the Chief Engineer /O&M/SDSTPS shall have full powers to withhold the bills claimed by the contractor and shall be paid after submitting clearance certificate from the labour department and act as per the directions given by the labour department.

- i) Payment shall be done on compacted quantity of fly ash at embankment site on certification of authorized official(s) of road projects of NHAI.
- ii) RA bill shall be released for 95% quantity delivered at the receiving end within 30 days from the

date of check measurement by the Engineer-in-charge based on certification of compacted ash by authorized official(s) of road projects of NHAI. 05 % (Five Percent) shall be retained for Final Reconciliation at that particular stretch (chainage).

- iii) Total compacted ash quantity at each embankment shall be reconciled after completion of final level at that particular stretch (chainage) after certification by authorized official of road projects of NHAI.
- iv) At the time of final settlement of each embankment after reconciliation, 05 % (Five Percent), retained amount shall be released.
- v) In case, certification of compacted ash is not available, an interim Payment for 70 % quantity (measured by volume measurement at dyke end, as decided by Engineer-in-charge) subject to delivery at the receiving end, may be released by EIC in RA bill. The quantity may be reconciled on quarterly basis based on certification received from road authority. However, as and when certification of compacted ash by authorized officials of road projects of NHAI for the Bill period is received, balance Payment excluding final payment shall also be released based on certification.
- vi) The agreed and final awarded Price in Rate Contract shall be inclusive of all misc. expenses including the toll tax, overheads (if any), all other Taxes & Duties except applicable GST (which shall be reimbursed against GST invoice).

8. **Earnest Money Deposit:**

Intending tenderer must pay the EMD amount of **Rs.1,00,000/-** in the shape of DD/BC/Pay Order and **Rs. 1,80,00,000/- (Rupees One Crore and Eighty Lakh only)** as Bank Guarantee/DD/BC/Pay Order/ Insurance Surety Bonds issued as per IRDAI guidelines. DD/BC/Pay Order shall be drawn from any nationalized/ scheduled bank in favour of **Senior Accounts Officer, APPDCL** payable at Vijayawada and Bank Guarantee/ Insurance Surety Bonds issued as per IRDAI guidelines (as per proforma enclosed in Annexure) shall be issued by any Nationalized bank/ scheduled bank in the name of **The Chief General Manager/APPDCL/ Vijayawada**. The validity of B.G shall be for a minimum period of 270 days from the date of opening of pre-qualification bid with further claim period of six months.

PEMD holders: Rs. 1,00,000/- in the shape of DD/BC/Pay Order and Rs. 1,75,00,000/- (Rupees One Crore seventy Five Lakh only) as Bank Guarantee/DD/BC/Pay Order/ Insurance Surety Bonds issued as per IRDAI guidelines (Copy of PEMD approval letter from APPDCL shall be furnished).

- i) The EMD details may be scanned and uploaded in the APGENCO e-procurement portal. In case of PEMD holders, scanned copies of reference approved letter of PEMD deposited with APPDCL may be uploaded in the e-procurement platform.
- ii) Earnest Money in cash form cannot be accepted under any circumstances.

- iii) If EMD is not paid fully, the tender will be rejected.
- iv) Tenderers are not permitted to withdraw their offer once made for a period of 180 days after the opening of the price bid and in the event of such tenderers withdrawing their tenders within 180 days after opening of price bid, the Earnest Money deposited by them will be forfeited by APPDCL.
- v) The Earnest Money Deposit will be refunded to the un-successful tenderers after placing order/concluding agreement with L1 bidder and starting the work by L1 bidder or at expiration of 180 days from the date of opening of price bid whichever is earlier. The EMD of successful bidder will be returned after remitting Security Deposit and concluding agreement with the competent authority of APPDCL.
- vi) The bidder shall scan and upload DD/BG in APGENCO e-procurement portal towards EMD in the APGENCO e-procurement portal along with self-declaration form along with other documents.
- vii) Failure to sign on the duplicate copy of the Purchase order duly accepting the Purchase order/Failure to enter into required agreement/failure to make the security deposit as defined in the specifications, the EMD will be forfeited. The APPDCL shall also have the right to recover damages according to law apart from forfeiting the EMD.
- viii) The EMD will also be forfeited when the successful tenderer fails to furnish the security deposit/Additional Security Deposit if applicable as per the specification/Purchase Order, within 15 days from the date of issue of preliminary acceptance letter or letter of intent or Purchase order.

9. **Security Deposit:**

Security Deposit: The successful bidder shall pay security deposit (SD) @ 5% of the awarded value excluding Taxes towards security deposit by way of DD drawn from any Nationalized Bank/Scheduled Bank or in the form of Bank Guarantee from Nationalized Bank/ scheduled bank or Insurance Surety Bonds issued as per IRDAI guidelines, as per proforma approved by APPDCL only, within 15 days from the date of receipt of PO/LOA for satisfactory performance of the contract and fulfillment of terms and conditions. If bidder submits DD towards EMD, the balance amount of total up to 5% of the value of Contract by way of DD/BG/Insurance Surety Bonds issued as per IRDAI guidelines shall be paid as security deposit. The SD shall be forfeited if the successful bidder fails to execute the order and fulfill the terms and conditions. The Bank Guarantee shall be valid for a minimum period of 6 months beyond the validity period of the Ash Rate Contract.

In case of delay in completion of work awarded under different Purchase Orders (POs) of AshRate Contract or under extension of Ash Rate Contract, the Contractor shall be required to extend the Bank Guarantee submitted towards Contractor Security deposit till 90 days beyond the successful completion of the work or the 90 days beyond the validity period of the Ash rate Contract, whichever is later.

Security Deposit and EMD Amount thus totaling 5% of the contract value will be refunded to the contractor after satisfactory completion of work. This amount will not bear any interest.

After successful completion of work under individual Purchase Order (PO) under Ash Rate Contract, the pro-rata amount of BG shall be released corresponding to the amount of work completed, as per certification from Engineer-in-charge of APPDCL. The Contractor shall have the option to replace the earlier submitted BG with the Amended BG corresponding to the revised amount.

The above SD shall be furnished within 15 days on receipt of the letter of Intent or Purchase Order and shall commence the work from the date specified. Otherwise, the EMD will be forfeited.

10. Deviation Allowed:

However, with respect to Rate Contract, overall variation limit in the total Amount of Rate Contract shall be from (-) 100% to Nil.

11. Mobilization Period:

The agency has to deploy adequate vehicles, machineries, manpower and other required resources within 15 days of Purchase order placement in order to meet the requirement as per “Ash Off take Requirement for the Purchase Order(s) to be placed under Rate Contract” clause. In case, the agency fails to deliver as specified in this clause, APPDCL shall have the liberty, at its discretion, to assign part / full quantum of the job to alternate agency.

12. Liquidated damages for delay:

If the Agency fails to maintain the required progress in terms of achieving milestone fixed in the time & progress schedule or to complete the work as the case may be under Contract, they shall without prejudice to any other right or remedy shall be liable for liquidated damage.

In case of delays in completion of work, due to reasons attributable to Agency, the Agency shall be liable to pay the APPDCL by way of liquidated damages @ 0.5 % of the unexecuted and delayed executed value, for each week of delay or part thereof, excluding mobilization period, subjected to a maximum of Five (05) percent of Purchase Order (PO) Value.

The amount of liquidated damage (LD) may be adjusted or set-off against any sum payable to the Agency under this or any other Contract with the APPDCL.

13. Defect Liability:

Defect Liability in work awarded under Rate Contract for Ash Transportation shall be Nil.

14. Deployment of Machinery:

Agency shall deploy the excavators and trucks as per the required quantity of Ash to be transported, as decided by the Engineer-in-charge,

15. Duration of the Contract:

The Rate Contract shall be valid for a period of **two (2) years** only

The Agency shall be required to complete the execution of awarded Quantities on same rates, terms & condition of the Contract, even in case of execution period exceeding the initial validity of two (2) years, as per decision of APPDCL Engineer-in-charge.

16. Clause regarding Ash Off takes Requirement for the Purchase Order(s) to be placed under Contract:

Ash Off take requirement for the Purchase Order to be placed under the Rate Contract shall be ascertained by the Engineer-in-charge

The Agency shall obtain from the Engineer-in-charge by 25th of every month, the anticipated requirement of day-wise off take of Ash for next month for the respective Purchase Order (which Engineer-in-charge shall be determining every month, based on Dyke Status and the requirement at the receiving end, etc.). On the basis of this requirement obtained from the Engineer-in-charge, the agency shall mobilize adequate resources for meeting the requirement.

If after having obtained the day-wise off take requirement for the next month by the 25th of previous month from the Engineer-in-charge, the Agency fails to achieve the same on cumulative basis by the 10th of the month for the respective Purchase Order (i.e., sum of the day-wise off take requirement from 1st to 10th of the month), then following shall be applicable:

- i) If the cumulative Ash off take achieved by the agency against respective Purchase Order is less than the 90% of calculated daily Average Ash off take requirement in a Purchase Order (in cum-km) (Ra) multiplied by 10 (as it is for 10 days), then Engineer-in-charge may issue the notice of Default and proceed with further contractual action as deemed fit at his discretion, if the reasons are not attributable to APPDCL.
- ii) If the cumulative Ash off take achieved by the Agency for the respective Purchase Order is higher than the 90% of calculated daily Average Ash off take requirement in a Purchase Order (in cum-km) (Ra) multiplied by 10 (as it is for 10 days), but not able to meet the requirement of the road project at the receiving end, then no notice of the Default shall be issued, but Engineer-in-charge shall be at liberty to deploy additional agency as per the work requirement at his

discretion. In such a case, the Agency shall fully cooperate with APPDCL in the interest of the work and in the interest of the requirement of the Road project without any demur and cooperate to achieve the smooth operation of the off take of Ash.

Note: The actual requirement for Ash off take may change keeping in view the dyke safety and stability, road conditions, front availability at unloading end and other conditions. The decision of the Engineer-in-charge in this regard shall be final and No claim in this regard shall be entertained by APPDCL.

17. Overloading:

No overloading will be allowed during transportation of pond ash. No overloading shall be allowed during loading of the pond ash in the vehicle of the agency. Loading of pond ash in the vehicle only upto the quantity permitted by RTO is to be ensured by the agency. If the quantity of pond ash loaded in vehicle exceeds the RTO approved quantity, then the agency has to arrange for unloading of extra quantity of ash from the truck at its own cost and nothing shall be paid extra in this regard. The extra quantity of ash so unloaded from the trucks by the agency shall be unloaded / disposed off as per the direction of Engineer-in-charge or his representative. Further in case of any liability on APPDCL in any manner arises due to plying of overloaded vehicle by the agency, the agency shall keep APPDCL indemnified of such liability.

18. Other Terms & Conditions:

- i) Loading of pond ash at APPDCL aforesaid Project Ash Dyke, transporting pond ash by mechanical means in closed containers/dumpers (covered with tarpaulin) with an arrangement to avoid spillage/flying of ash and unloading at construction site of road project. Except pond ash, no material shall be issued by APPDCL free of cost.
- ii) Suitable arrangement has to be made by the agency for the transportation of Ash in environment friendly manner. Agency has to ensure that no spillage of ash takes place during transportation. APPDCL shall not be responsible for any untoward incident committed by agency. It shall be the responsibility of the contractor that no air borne pollution should occur during all stages of his operations such as during loading & transportation of ash and during unloading at identified location.
- iii) The Agency has to transport the ash in closed containers / dumpers with arrangement to avoid spillage / flying of ash and ensure no environmental pollution takes places. During transportation by truck/dumper, the ash has to be covered by good quality tarpaulin of sufficient length to avoid any spillage and spreading as a protection to environmental hazard.
- iv) Any claim related with site conditions at Loading points (APPDCL aforesaid Project Ash Dyke), or at Unloading points at NHAI road construction site, of any nature, will not be

entertained after assignment of work based on work distribution as mentioned above. In no case, any claim of the contractor on account of the actual site conditions being different from what he has assumed shall be entertained by the APPDCL.

- v) The agency shall ensure all fugitive dust control measures, such as fabrication & erection of wind barriers, deployment of water tankers on haul roads and approach roads in dyke, providing sprinklers on excavating area of ash pond, haul roads of Ash transportation and approach roads inside dyke.
- vi) The agency shall arrange cleaning of ash on the body of the vehicles and tyres with water jet before leaving the SDSTPS Ash dyke.
- vii) The agency has to make his own arrangement for sprinkling of water over pond ash in digging area to avoid fugitive emission of ash in the atmosphere. Also sprinkling of water to be done on the road of ash dyke which will be used by agency. The agency has to arrange water from their own resources for sprinkling. Adequate number of water tankers and sprinklers to be deployed by the agency to ensure that fugitive dust emissions are well in control and to the satisfaction of the Engineer-in-charge. The agency has to clean / water wash, the spillage ash on the road, if any on daily basis. In case of any action taken by any Govt. agency (agencies) due to violations of any rules / guidelines, agency shall be responsible for the same.
- viii) The agency has to unload the ash on the approved layers with all lifts throughout the stretch length of road as shall be indicated in the name of work as per requirement and directed by APPDCL/NHAI officials/Govt. Road construction authority officials. Transportation of Pond ash to be done as per daily requirement of APPDCL/NHAI/ Govt. road construction authority.
- ix) The Agency has to make his own arrangement to facilitate movement of vehicle over ash in ash dyke (i.e. inside Ash Dyke). For loading of ash, approaches are to be made in dyke area by the agency, if required. The work shall be carried out taking care of all the permanent/temporary installations. The agency shall be responsible for any damage to pipelines, dyke bunds, dyke ramps and roads, and rectification of the same at their own cost to the satisfaction of APPDCL. In case of non-compliance appropriate deduction shall be made from agency.
- x) Contractor must ensure sufficient resources in terms of man & machinery so that he can meet the varying demand of ash requirement of NHAI/Govt. Road construction authority from time to time as per instruction of Engineer-in-charge. The agency shall be responsible for all the coordination with road concessionaire for timely delivery of ash at the designated locations.
- xi) A shortest route map of transportation from ash dyke to road project identified by APPDCL & NHAI shall be agreed by contractor/agency. However, the contractor/ agency may use alternate

route to avoid populated area/villages, for which no extra payment shall be made. All the social/local issues have to be dealt by the contractor for smooth and uninterrupted execution of the assigned work.

- xii) Agency has to comply all the statutory requirements during contract period with respect to latest norms if any. Agency has to arrange PF, Insurance, minimum wages, etc. for manpower deployed if asked by Engineer-in-charge.
- xiii) Methodology of excavation including Excavation plan, temporary ramps, haul roads etc. shall be submitted for approval of APPDCL before start of the work. Ash lifting area shall be so operated so as not to impair the usefulness of the structure. The excavation surfaces and surface of waste materials shall be left in a reasonably smooth and even condition. After completion of the entire scope of work, the inside portion of the dyke has to be leveled without any intermediate bunds. Lagoon plan indicating final levels after completion of excavation may be plotted and submitted.
- xiv) All areas required for Ash lifting (inside Dyke) shall be cleared of all plants & shrubs, roots, bushes, rubbish and other objectionable material. All materials thus cleared, shall be disposed off in proper manner. The cleared areas shall be maintained free of vegetation growth during the progress of the work.
- xv) Particular care shall be taken to exclude all organic matter from the Transported Ash, to be used in the road construction site.
- xvi) No claim shall be entertained due to non-availability of pond ash in dyke due to water logging or any construction activities in the dyke etc. If required, dewatering of water is to be done by the agency for enabling earliest lifting of ash from ash pond at his own cost.
- xvii) APPDCL aforesaid Project shall not be responsible for any accident or injury to person engaged or otherwise affected in the process of Transportation (including loading and unloading) of Ash to the construction site of above road project. Any type of claims arises due to any accidents/mishaps during excavation, transportation, loading, unloading etc, APPDCL shall not be responsible for whatsoever, it shall be entire responsibility of agency.
- xviii) Ash is to be collected from APPDCL aforesaid Project Ash Dyke as per availability. Pond ash is to be lifted from APPDCL aforesaid Project Ash Dykes on "as is where is" basis.
- xix) If any other terms & conditions required by NHAI/Govt. road construction authority for smooth completion of project, may have to be adhered by the agency.
- xx) The agency shall attend the review meetings as per instruction of Engineer-in-charge as and

when or where is required.

- xxi) No extra charge is applicable for idle man, vehicle & machinery since pond ash transportation depends on the requirement of NHAI/Govt. road construction site conditions and also on ash dyke conditions at APPDCL aforesaid Project. No claim, whatsoever, will be entertained on account of unavailability of ash or front for ash lifting and front for ash unloading at construction site.
- xxii) Any cost incurred for statutory compliances shall be in agency's scope.
- xxiii) These specifications are intended for the general description of the work and workmanship. These specifications are, however, not intended to cover the minutest details and the work shall be executed according to the relevant practice/recommendation, GCC and as per the instruction of Engineer-in-charge.
- xxiv) APPDCL aforesaid project shall not be responsible for any accident or injury to person engaged or otherwise affected in process of Transportation (including loading and unloading) of ash to construction site of above road project. Any type of claims arises due to any accident/mishaps during excavation, transportation loading, unloading etc. APPDCL shall not be responsible for whatsoever; it shall be entire responsibility of Agency.
- xxv) APPDCL reserves the right to suspend and reinstate execution of the whole or any part of the works. Orders for suspension or reinstatement of the works will be issued by the APPDCL to the contractor as required.
- xxvi) The Agency has to deploy sufficient numbers of Trucks/Tippers/Hyva/Dumpers so that the work can be executed in time bound manner. Ash to be lifted by agency should be as per the schedule for usage of ash of required for road projects of NHAI. The agency must mobilize resources to meet the requirement on regular basis. However, the Agency may be asked to increase number of trucks/tippers as per demand and site requirement as per direction of Engineer-in-charge. Not fulfilling the requirement as indicated above shall attract suitable action by Engineer-in-charge as per GCC of APPDCL
- xxvii) Agency shall deploy Trucks/Tippers/Hyva/Dumpers which are suitable for ash transportation as per approved guidelines of APPCB/CPCB and will not engage tractors or any other unsuitable vehicle, for ash transportation from Ash Pond to designated delivery site.
- xxviii) All the Trucks/Tippers/Hyva/Dumpers loaded at APPDCL ash pond should deliver the ash at the defined location of NHAI road project. Verification of the same can be done randomly by APPDCL representative.

- xxix) Contractor will deploy suitable manpower for better coordination with NHAI officials/ Road Construction Agency for managing day to day activities on 24x7 basis with required safety & environment friendly manner.
- xxx) The agency shall also furnish all Road Permits, Operator Licenses, Equipment Worthiness Certificates etc. for the deployed Equipment and Vehicles at the time of start of work and thereafter as and when demanded by the Engineer-in-charge for verification.
- xxxii) **Subletting of works:** The contractor shall not assign or sublet the contract or any part thereof, allow any person to become interested therein in any manner whatsoever without the special written permission of the corporation. Any breach of this condition shall entitle the corporation to rescind the contract and also render the contractor liable for payment to corporation in respect of any loss or damage arising from such cancellations. If the contractor is permitted to sublet a part of work, the sub-contractor cannot establish any contractual relationship with the corporation and shall not relieve the contractor of any responsibility under the contract.
- xxxiii) **The agency should take due care for maintenance and upkeep of road from ash dyke to project site for public safety and safe commuting. Also if the damage of the road is beyond petty repair, motor ability of vehicles get affected, the agency shall re- lay/repair the road at its own cost. In case of non-compliance, appropriate deduction shall be made from agency with further penal action including suspension/termination of contract.**

19. Safety:

Safety Plan:

- i) Agency has to comply with all the safety rules / guidelines given in scope of work/GCC/tender documents.
- ii) Agency has to comply all the statutory requirements.
- iii) All workers should be covered under ESI.
- iv) All the workers should be assessed and declared medically fit after undergoing medical examination. Medical fitness certificate of all workers has to be submitted to APPDCL.
- v) All the workers must undergo safety training before deployment.
- vi) Agency has to ensure safe working environment and PPEs for all workers.
- vii) Agency shall be liable to accept any amount of penalty imposed upon them for safety/statutory violation observed during contract period.
- viii) If any additional guidelines issued by the Engineer-in-charge for the safety, it has to be complied with.

Safety Compliance includes:

- i) Issue of PPEs to workers.
- ii) Providing safety training to all the workers.
- iii) Monitoring & compliance of safety norms at site.

iv) Medical examination and submission of fitness certificate of workers.

PPE to be issued to workers:

- i) Safety Shoe issued to all workers shall be ISI marked.
 - ii) Safety helmet ISI marked to be provided to all workers.
 - iii) Nose masks & Safety goggles for people engaged in ash prone areas.
 - iv) Other PPEs like Gumboot, Reflective jackets, Hand Gloves, Ear Plugs, etc. as per requirement.
- * If any PPE is not provided by the contractor, then same may be issued by APPDCL and total cost with 30 % overhead shall be recovered from bill of contractor.

Safety training:

Before start of work, all persons to be deployed for the job must undergo relevant safety training. Contractor has to maintain record for issue of PPEs to the workers. Only after successful completion of safety training they will be allowed to work for jobs envisaged.

Monitoring & Compliance of safety norms at site:

- i) If any lapse in compliance of safety is observed, then a penalty as decided by Engineer In Charge or minimum of Rs. 5000 per day / per instance shall be recovered from the contractor.
- ii) If any near miss incident or accident occurs during execution of the work, then penalty as decided by Engineer In Charge per instance shall be recovered from the contractor.
- iii) If any injury occurs to any contract worker while on job, it is the responsibility of the contractor to provide all medical treatment immediately. In case, the contractor fails to do so, treatment will be provided at APPDCL empanelled hospitals by APPDCL at the risk and cost of contractor. All the cost shall be recovered from bill of contractor.

Safety measures for ash vehicles movement:

- i) Agency to deploy sufficient manpower round the clock to record safety compliance with regard to vehicle healthiness and its driver and submission of safety records along with daily progress report of ash lifting.
- ii) APPDCL authorized person randomly checks the vehicle registration details, vehicle fitness conditions, driver details deployed by the agency. Only those vehicles for which Registration copy, Insurance copy, Fitness certificate and Driver's license are valid should be allowed to transport ash from ash dyke.
- iii) Agency involved in Ash transportation of Ash from Ash ponds shall check the healthiness of braking system of all vehicles deployed and submit a healthiness report at regular intervals (as decided by Engineer-in-charge) to APPDCL.
- iv) Around 5-10 vehicles (selected randomly) shall be checked regularly to assess the condition of vehicles. In case of any discrepancy observed from their declaration, the Engineer-in-charge shall initiate punitive action as per the contractual provisions.

- v) Ramps of the Ash dykes to be connected to the outer bund road with a wider road instead of right-angle connection. Suitable barricades may be provided in both ends of the ramp to ensure that no vehicles slip down. Some dampeners like sand/ash bags may be provided to reduce the impact of any accident in case of brake failure.
- vi) Various safety sign boards with fluorescent stickers such as Speed limits, Caution boards for Turning and Ramps. Identified paths for Loaded Vehicles shall be placed at all the vehicle commuting path & roadways.

20. Clauses for Vehicles:

- i) Agency has to execute above work in compliance with all rules and regulations of State RTO and PWD notification on roads and take/manage all the issues on his own, without any cost to APPDCL.
- ii) Agency shall ensure that transporting vehicle required for execution of P.O. should have a PUC certificate. Any traffic clearance required for movement shall be obtained by the agency from the concerned Government agencies.
- iii) The contractor shall submit to the Engineer-in-charge, before commencement of the work, a list of Trucks/Tippers/Hyva/Dumpers to be deployed for the work, with the respective registration number and the names and addresses of the owners of vehicles, in case not owned by the contractor. Any change in the list furnished, during progress of work, shall be intimated immediately to the Engineer-in-charge
- iv) Vehicles deployed for the subject Contract must comply following invariably:
 - a) Valid Vehicle Registration
 - b) Valid Vehicle Insurance
 - c) Availability of Fitness Certificate of Vehicle
 - d) Validity of Driving License
 - e) Validity of Pollution under Control certificate
 - f) Front & Back lights working.
 - g) Main Horns and Reverse Horn in working condition.
 - h) Any other required documents as per Govt. Authority.

21. Statutory Licenses:

- i) The tenderer shall have valid Labour license issued by Labour department of AP. If the tenderer is new to SDSTPS, Form-V will be issued by SDSTPS and tenderer has to obtain the labour license from **Labour Department of A.P** before commencement of work. If the labour license expires, the license shall be renewed and it shall be submitted at the time of commencement of work. The successful bidder shall have to submit half yearly returns as required under Sub-Rule (1) of Rule-82 of the A.P Contract Labour (Regulation and Abolition) Rules, 1971. Further, the tenderer should comply with all other statutory obligations contemplated under the said Central Act, including maintenance of records.

- ii) The tenderer shall have thorough knowledge about the provisions of the Minimum Wages Act, 1948 and Factories Act including time to time changes in the Acts. The tenderer shall follow all labour laws and Factories Act. The tenderer shall have good track record in their works and they should not get black listed anywhere, during the tender period. The tenderer shall submit undertaking mentioning that the firm is not black listed firm at the time of quoting of tenders.
- iii) The tenderer shall have valid EPF & ESI registration numbers on firm name. The tenderer should possess/obtain valid E.P.F code number for which remittances are to be made. ESI scheme shall be covered for the labour so engaged. The relevant records shall be maintained and produced to APPDCL. The tenderer who is having valid labour license, independent E.P.F and E.S.I code numbers need only to quote. In case of any deviations in EPF remittances, the tenderer himself is responsible.
- iv) The tenderer shall have valid GST registration & PAN on firm's name. If Tenderer does not submit the proof of such registration to SDSTPS/APPDCL, then the Tenderer shall be treated as unregistered Tenderer.
- v) The successful tenderer and all persons employed by them on the site in or about the execution of the work shall confirm in all respects with the provisions of all acts and all orders and regulations made by the competent authority that shall be applicable to the works or any temporary works and binding up on the tenderer or persons employed as aforesaid and in particular, but without prejudice to the generality of the foregoing, such matters as considering the safety, healthy or welfare of persons working on the site.
- vi) The tenderer will at all times duly observe the provisions of employment of Children Act XXVI of 1938. The tenderer shall agree to indemnify the APPDCL or any person employed by the Department by reason or any default on the part of the tenderer in the observance and performance of the provisions of the Employment of Children Act XXVI of 1938, or any re-enactment or modification of the same.
- vii) The tenderer shall indemnify APPDCL against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or otherwise for in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen engaged in the performance of the business relating to this contract. Tenderer is responsible for all the accidents and the consequences due to any accident that takes place inside or outside the premises to their workers.
- viii) Goods and Service Tax (GST) & Cess: The Tenderer shall submit the proof of GST registration at the offer stage.
- ix) Income tax Clearance Certificate: The contractor shall furnish their copy of permanent Account Number (PAN) card and copy of latest income tax returns submitted along with the proof of receipt.

22. Site Conditions:

- i) Before submitting the tender, the tenderer shall familiarize himself with the site conditions.
- ii) APPROACH ROADS: The access roads to SDSTPS ash pond and locations of work shall be inspected by the tenderer before submitting his/their offer.
- iii) The Employees engaged by the contractor are no way connected with SDSTPS, APPDCL and they shall not claim employment in SDSTPS, APPDCL in future.
- iv) The competent authority reserves the right to suitably modify the period of work to be awarded to the Contractors/Agencies to suit departmental requirements. No objections or correspondence will be entertained in this matter.
- v) Any damages to ash pond dyke/pipe lines/equipment etc. of APPDCL during execution of the work shall be made good by the Contractor at their cost.
- vi) In addition to the conditions mentioned in the tender specifications, additional conditions if required will be mentioned in the PO/Agreement.

23. Courts Jurisdiction:

All or any disputes or differences arising out of or touching this order shall be decided only by Court or Tribunals situated in Vijayawada or Amaravati (AP Capital). No suit or legal proceedings shall be instituted elsewhere.

24. Termination / Cancellation of the Contract:

The tenderer is bound by the specifications of A.P.D.S.S./General Terms and conditions. Termination/Cancellation of the contract shall be governed as per A.P.D.S.S./General Terms and conditions.

Sd/x x x x
CHIEF GENERAL MANAGER
APPDCL

SELF DECLARATION WITH THE TENDER DOCUMENT

I/We (Name and designation), authorized signatory of the tenderer, M/s (herein after called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No. **Rfx No.**..... do hereby solemnly affirm and state on the behalf of tenderer including its constituents as under:

1. I/We the tenderer(s) am / are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender document from APGENCO e-procurement portal. I/we have verified the contents of the tender document from the website and uploaded the required documents as per the tender specifications.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We understand that any of the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process for evaluation of tenders and afterwards, it shall lead to forfeiture of tender EMD besides my/our offer shall be summarily rejected. I understand that the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for specified work/materials.
8. I/We also understand that if any of the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD/ASD and retention amount besides any other action mentioned above.

9. I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measurement of quantities.
10. I/We agree to keep the offer of this tender valid for a period of 180 days from the date of opening of price bid and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, within the validity period, the earnest money deposited by me/ us will be forfeited to APPDCL.
11. I/We hereby distinctly and expressly declare and acknowledge that before the submission of my/ our tender, I/We have carefully followed the instructions in the tender notice and have read the APSS and the Preliminary specifications therein and the APSS Addenda volume; and that I/We have made such examination of the contract documents and of the plan, specifications and quantities, and of the locations where the said work is to be done, and such investigation of the work required to be done, and in regard to the materials required to be furnished so as to enable me/us to thoroughly understand the intention of the same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the APPDCL based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations restrictions and conditions.
12. I/We fully understand that the written agreement to be entered into between me/us and the APPDCL shall be the foundation of the rights of both of the parties and the contract shall not be deemed to be completed until the agreement has first been signed by me/us and then by proper officer authorized to enter into contracts on behalf of APPDCL.
13. I/We have not been black listed in any department due to any reasons.
14. I/We have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and registration had not been cancelled for a similar default in last two consecutive years.
15. I/We agree to get disqualified for any wrong declaration in respect of the above and get my/ our tender summarily rejected.
16. The soft copies uploaded by me/us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the Bid security, criminal action can be initiated including suspension of business and/ or black listing.
17. I/We have accepted the contract period for the work as envisaged in this tender specification.

Signature of the bidder (with seal)

UNDERTAKING

I/We (Name and designation), authorized signatory of the tenderer, M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of....., as per the tender No. RFX No :..... do hereby solemnly affirm and state on the behalf of tenderer including its constituents as under:

I/We the tenderer(s) am / are signing this document after carefully reading the contents.

I/We confirm that ours is an independent Organization by itself, as such undertakes independently the full responsibility to execute the work “APPDCL- SDSTPS – Pond ash transportation from SDSTPS Ash dyke at Nelatur(V), Muthukur(M), SPSR Nellore District, Andhra Pradesh to Road construction projects of NHAI” to the satisfaction of APPDCL site authorities as per the detailed works awarded and as stipulated in the contract agreement /Purchase order No. _____ with the scale of labour specified, by meeting the statutory obligations as in consideration thereof, APPDCL has agreed to make payment as per the payment terms of the contract agreement/Purchase order thereto.

The details of work identified by APPDCL for award are given in schedule of works. Further it is specifically agreed that, I/We would not stake claim for absorption of the labourer engaged by us for carrying out the works awarded, and I/We, hereby assures that consent from each worker deployed for the works will be obtained before commencement of work, to the effect that he would not stake any claim for absorption, and will be furnished to the APPDCL. I/We, accepts the right of APPDCL for engaging any other agency or resorting to any other suitable means to carry out these jobs in the event of necessity; or as the case may be if the workmen of our firm, or its contractors refuses to work, goes on strike against APPDCL ‘s interest; or for any other reason which is likely to lead to loss of productivity.

- a) We expressly state that we will be bound by the conditions of PS to APSS and that the contract shall be deemed to be concluded on the receipt of letter of acceptance. If thereafter we do not sign the contract or otherwise commit default, the APPDCL will be at liberty to forfeit the earnest money and recover damages in accordance with law.
- b) We hereby declare that we have perused in detail and examined closely in the APSS all clauses of preliminary specifications and have either examined all the standard specifications for items for which we tender, before we submit such tender and we agree to be bound by and comply with all such specifications for all agreements which we shall execute in the ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED.

- c) We certify that we have inspected the location of the proposed work before quoting tender.
- d) We are prepared to furnish detailed data in support of all our quoted percentage, when called upon to do so without any reservations.

Date:

**Authorized Signatories
(With office seal)**

Witnesses (Name, Signature & Address):

1.

2.

BG PROFORMA

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR THE EARNEST MONEY DEPOSIT (EMD)**Bank Guarantee No:****Date:****Valid Up to:****Claim Period up to:**

In consideration of the Andhra Pradesh Power Development Company Limited (An subsidiary of APGENCO) (hereinafter referred to as 'APPDCL' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004, Andhra Pradesh having agreed to exempt (Name of the Tenderer/Vendor / Contractor / Supplier) having its registered office at ___ (hereinafter called the said Tenderer/Contractor which term includes Supplier), under the terms and conditions of the Tender Notification No.-----, Dated.----- payment of EMD of Rs... .. (Rupees -----only) is payable part of EMD for the due fulfillment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for _____, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only).

At the request of _____ [Tenderer/Contractor] We,, (hereinafter referred to as the "Bank"), having Registered/Head office at and a branch at being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APPDCL without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs ----- (Rupees -----).

We undertake to pay unconditionally to the APPDCL any money so demanded notwithstanding any dispute(s) raised by the Tenderer/Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer/Contractor shall have no claim against us for making such payment.

We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effective till the award of tender to the successful bidder. Validity of BG will be for a period of 270 days from the date of opening of pre-qualification bid with a further claim period of 6 months. However, BG of EMD will be returned after the award of Tender. BG is to be valid till _____.

We, (indicate the name of the Bank) further agree with the APPDCL that the APPDCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend time of BG by the said Tenderer/Contractor from time to time or to postpone for any time or from time to time.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer/Contractor.

We,(indicate the name of the Bank) lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the APPDCL in writing. Furthermore, we (indicate the name of the Bank) accept that

1. This Bank Guarantee is unconditional and absolute
2. Claim against this Bank Guarantee shall be honoured without any delay or demur; and
3. This Bank guarantee covers all the losses, claims, damages and costs suffered by the APPDCL against the said Tender.

Notwithstanding anything to the contrary contained hereinabove:

1. The liability of the Bank under this Guarantee shall not exceed...
2. This Guarantee shall be valid up to Dt. _____
3. Unless the Bank is served a written claim or demand on or before Dt. _____ (claim period) all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ (indicate the name of the Bank), have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

In witness where of signed this Guarantee on this _____ Day ___ Year ___ for ___ Bank at

(Signature(s) of Authorized Personnel of the Bank with Seal)

Designation:

Address:

FORM OF INSURANCE SURETY BOND FOR BID SECURITY (EMD)Insurance **Surety Bond** No.

Date:

To: (Name and address)

1. In consideration of the Andhra Pradesh Power Development Company Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APPDCL' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its administrative office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh - 520004 having agreed to exempt _____ (Name of the Tenderer/Vendor/Contractor/Supplier) having its registered office at _____ (hereinafter called the said Tenderer/ Contractor which term includes Supplier), under the terms and conditions of the Tender No....., payment of EMD of Rs. _____ (Rupees _____ only) is payable part of EMD for the due fulfillment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for _____ (name of the work), on production of a **Surety Bond** for Rs. _____ (Rupees _____ only). At the request of..... [Tenderer/Contractor] We,, (hereinafter referred to as the “**Surety Insurer**”), having Registered/Head office at and a branch at being the Guarantor under this **Surety Bond**, do hereby irrevocably and unconditionally undertake to forthwith and pay to the APPDCL as our primary obligation without any delay or demur, merely on your first demand and without reference to the Bidder, if the Bidder fail to fulfil or comply with all or any of the terms and conditions of the above tender notification any sum or sums up to a maximum amount but not exceeding Rs _____ (Rupees----
-----only).
2. Any such written demand made by the APPDCL stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the **Surety Insurer**.
3. We, the **Surety Insurer**, do hereby unconditionally undertake to pay immediately the amounts due and payable under this **Surety Bond** without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the APPDCL is disputed by the Bidder or not, merely on the first demand from the APPDCL stating that the amount claimed is due to the APPDCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the **Surety Insurer** shall be conclusive as regards amount due and payable by the **Surety Insurer** under this **Surety Bond**. However, our liability under this **Surety Bond** shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date or for such extended period as may be mutually agreed between the APPDCL and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this **Surety Bond** have been paid.

5. We, the **Surety Insurer**, further agree that the APPDCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the APPDCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APPDCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. In order to give effect to this **Surety Bond**, the APPDCL shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
7. In order to give full effect to this **Surety Bond**, the APPDCL shall be entitled to treat the **Surety Insurer** as the principal debtor. The APPDCL shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this **Surety Bond** from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the APPDCL, and the **Surety insurer** shall not be released from its liability under these presents by any exercise by the APPDCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the APPDCL or any Indulgence by the APPDCL to the said Bidder or by any change in the constitution of the APPDCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing if addressed to the **Surety Insurer** and sent by courier or by registered post or by certified e-mail to the **Surety Insurer** at the address or e-mail set forth herein.
9. We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of **Surety Insurer** along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the APPDCL to proceed against the said Bidder before proceeding against the **Surety Insurer** and the **Surety Bond** herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the APPDCL may have obtained from the said Bidder and which shall, at the time when proceedings are taken against the **Surety Insurer** hereunder, be outstanding or unrealized.
11. We, the Surety Insurer further undertake not to revoke this **Surety Bond** during its currency except with the previous express consent of the APPDCL in writing.

12. The **Surety Insurer** declares that it has power to issue this **Surety Bond** and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this **Surety Bond** for and on behalf of the Surety Insurer.
13. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
14. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. _____ (Rupees _____ only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the APPDCL serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before _____ [** (indicate date falling 270 days after the Bid Due Date)].
15. This **Surety Bond** shall also be operatable at our , branch at , from whom, confirmation regarding the issue of this **Surety Bond** or extension/renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded immediately under the said invocation.
16. The Insurance **Surety Bond** shall be verifiable from the specific portal created for this purpose-

In witness where of Signed and sealed this Surety Bond on this ____Day ____ (month) of __ (Year)____
at_____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorized Official)

(Name) (Designation) (Code Number)

FORM OF INSURANCE SURETY BOND

[Security Deposit Bond]

Insurance Surety Bond No

Date:

To:

(Name and address)

In consideration of the **Andhra Pradesh Power Development Limited** (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as ' APPDCL ' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its administrative office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada, Andhra Pradesh -520004 has agreed to accept upon request of _____ (Name of the Contractor/ Member of JV or Consortium /Supplier/Vendor) having its registered office at _____ (hereinafter called the said Contractor/ Member of JV or Consortium / Supplier/ Vendor) this **Surety Bond** No._____, Dt._____ for making payment without effecting recovery of ___% of the value of Contract/ Agreement/Purchase Order/Work Order towards Performance Security/Additional Performance Security/Advance Payment Security for the satisfactory fulfilment of the Contract/ Agreement/ Purchase Order/Work Order under the terms and conditions of the Contract/ Agreement/Purchase Order/ Work Order No._____, Dated _____ made between the APPDCL and _____ (Name of the Contractor/ JV or Consortium /Supplier/Vendor) for supply /commissioning/ rendering services/ execution of work _____ (name of the work) (herein after called 'the said Contract/ Agreement/Purchase Order/Work Order'), on production of a **Surety Bond** for Rs. _____ (Rupees _____ only).

AND WHEREAS we, _____ ("**Surety Insurer**") through our branch at _____ have agreed to furnish this **Surety Bond** by way of Performance Security/Additional Performance Security/Advance Payment Security.

NOW, THEREFORE, the **Surety Insurer** hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The **Surety Insurer** hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the Contract Period/ Warranty period/Defects Liability Period under and in accordance with the Contract, and agrees and undertakes to pay immediately to the APPDCL, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the **Surety Bond** Amount as the APPDCL shall claim, without the APPDCL being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the APPDCL, officer not below the rank of Chief Engineer/ APPDCL that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the **Surety Insurer**. The **Surety Insurer** further agrees that the APPDCL shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Contract and its decision that the **Contractor** is in default shall be final and binding on the **Surety Insurer**, notwithstanding any differences between the APPDCL and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this **Surety Bond**, the APPDCL shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
4. It shall not be necessary, and the **Surety Insurer** hereby waives any necessity, for the APPDCL to proceed against the Contractor before **presenting** to the **Surety Insurer** its demand under this **Surety Bond**.
5. The APPDCL shall have the liberty, without affecting in any manner the liability of the **Surety Insurer** under this **Surety Bond**, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the APPDCL against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the APPDCL, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the APPDCL of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the APPDCL or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the **Surety Insurer** from its liability and obligation under this **Surety Bond** and the **Surety Insurer** hereby waives all of its rights under any such law.
6. This **Surety Bond** is in addition to and not in substitution of any other **Surety Bond** or security now or which may hereafter be held by the APPDCL in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
7. Notwithstanding anything contained herein before, the liability of the **Surety Insurer** under this **Surety Bond** is restricted to the **Surety Bond** Amount and this **Surety Bond** will remain in force for the period specified below and unless a demand or claim in writing is made by the APPDCL on the **Surety Insurer** under this **Surety Bond** all rights of the APPDCL under this **Surety Bond** shall be forfeited and the **Surety Insurer** shall be relieved from its liabilities hereunder after the date mentioned.
8. The **Surety Bond** shall cease to be in force and effect on _____ Unless a demand or claim under this **Surety Bond** is made in writing before expiry of the **Surety Bond**, the **Surety Insurer** shall be discharged from its **liabilities** hereunder.

9. The **Surety Insurer** undertakes not to revoke this **Surety Bond** during its currency, except with the previous express consent of the APPDCL in writing, and declares and warrants that it has the power to issue this **Surety Bond** and the **undersigned** has full powers to do so on behalf of the **Surety Insurer**.
10. Any notice by way of request, demand or otherwise hereunder may be sent by courier, registered post or certified e-mail addressed to the **Surety Insurer** at its above referred branch or e-mail set forth herein, which shall be deemed to have been duly **authorized** to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer & the APPDCL that the envelope was so posted shall be conclusive.
11. This **Surety Bond** shall come into force with immediate effect and shall remain in force and effect for up to the date specified above or until it is released earlier by the APPDCL pursuant to the provisions of the **Contract**.
12. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as **per** the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
13. This Surety Bond shall also be operatable at our _____, branch at _____, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the **contingency** of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded under the said invocation.
14. The Insurance Surety Bond shall be verifiable from the specific portal created for this purpose.

In witness where of Signed and sealed this Surety Bond on this ____Day ____ (month) of 2024 at _____.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorized Official)

(Name) (Designation) (Code Number)

E-Payment Consent Form

We are hereby submitting our "Consent/Willingness" for arranging payment against the subject enquiry, through "Automated payment system through M/s SBI e-payment portal" proposed by APPDCL duly certifying/accepting for the below mentioned conditions requested by APPDCL.

- (a) We will not request for change of below mentioned Bank Account of our firm during the currency of the contract.
- (b) We will not request for issue of cheque or other mode of payment during the currency of the contract after implementation of automated system.
- (c) We have noted that APPDCL have no responsibility in any manner for any technical glitches/problems/malfunctioning of the Bank Portal etc., during the course of transfer of funds through Bank Portal.
- (d) **The Details of our Bank account is as follows:**

<i>Sl.No</i>	<i>Description</i>	<i>Details</i>
1	Name of the Work	
2	Enquiry Reference	
3	Full Name of the Beneficiary as per Bank records	
4	Bank Account Number	
5	Name of the Bank	
6	Branch Name with Complete Address, Telephone/Fax Number and Email ID	
7	Branch Code (If any)	
8	Type of Account (Savings/Current/Cash Credit etc)	
9	The 9 Digit MICR code of the Branch (as appearing on the MICR cheque)	
10	IFSC Code	
11	E-mail ID of Beneficiary	
12	Permanent Account Number (PAN) of the Beneficiary	
13	GST Registration Number of the Beneficiary	

Encl: (1) Cancelled Cheque (2) PAN Copy (3) GST Registration copy.

Station :

Signature:

Date :

(
 NAME OF THE FIRM
 WITH OFFICE SEAL)

**ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED
(A Subsidiary of APGENCO)**

Vidyut Soudha, Gunadala, Vijayawada – 520004

Andhra Pradesh, India

Ph No: (+91)866-2454633

E-mail:appdcl.office@apgenco.gov.in/ appdcl.office@gmail.com

E-Tender Specification No: RFx No:610001880

**APPDCL- SDSTPS – Pond ash transportation from SDSTPS
Ash dyke at Nelatur (V), Muthukur(M), SPSR Nellore
District, Andhra Pradesh to Road construction projects of
NHAI.**

PART-II : PRICE BID

O/o Chief General Manager/APPDCL

2ndFloor, APPCC Building

Vidyut Soudha, Gunadala, Vijayawada – 520004

Andhra Pradesh, India

Ph No: (+91)866-2454633

BID PRICE SCHEDULE

Si.No	Road Project falling within Slabs (#) (Km)	Estimate Rate excluding GST (Rs./Cum/Km)
I. Transportation and Unloading		
1	0 – 50	11.54
2	50 – 100	10.75
3	100 – 150	10.63
4	150 – 200	10.57
5	200 – 250	10.54
6	250 – 300	10.52
II. Ash Excavation & Loading		Rs. 49.79 per Cum

(#) For exact distance at 50 Km, 100 Km, 150 Km, etc. – Rate of higher slab ie., 50-100 Km, 100-150 Km, 150-200 Km, etc shall be taken respectively.

Note:

1. Rate mentioned above are Estimate rates. Bidders are not required to quote any rate in this sheet, as the same shall not be considered for evaluation and award purpose. Bidder has to upload this sheet only in pdf format (without any change) under price break-up folder.
2. Unit rate of each item for a Bidder will be derived after applying “Accepted % of base value” quoted on APGENCO e-procurement portal on corresponding Estimated unit rate of the line item (as per Bid price schedule mentioned above).
3. The quoted “Accepted % of base value” shall be equally applicable on all the rates mentioned in the Bid price schedule and bidders are advised to quote accordingly.
4. The Bid price shall be evaluated as per Clause No-2 of Section under “Scope of work and other terms & conditions.

Sd/x x x x
CHIEF GENERAL MANAGER
APPDCL