

**ANDHRAPRADESHPOWERDEVELOPMENTCOMPANYLIMITED
(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: NIT/RFx No:610002321

**APPDCL-SDSTPS-(3x800MW)-Sea water intake and out fall
system-Consultancy studies for field monitoring of shore
line changes and intake basin for SWIO system for a period
of 2 years from the date of commencement of work.**

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

PART-I: PRE-QUALIFICATION BID

**O/o Chief General Manager/APPDCL
2nd Floor, APPCC Building
Vidyut Soudha, Gunadala, Vijayawada-520004
Andhra Pradesh, India**

TENDERER

INDEX

S No.	Description	Page No.
	PART- I Technical bid	
1.	Notice inviting Tender	3-8
2.	Pre-Qualification Bid	9-10
3.	Tender Form	11-12
4.	Detailed Tender Notice	13-19
5.	Section -I(Supplemental Conditions to the Preliminary Specifications to the APSS)	20-29
6.	Section-II(Site Conditions)	30-32
7.	Section - III (Rules for Provision of Health and Sanitary arrangements to Workers)	33-34
8.	Section-IV(Special Conditions of Contract)	35-36
9.	Section-V(General Conditions of Contract)	37-39
10.	Section-VI(Technical Specifications)	40-41
11.	Schedule-B-Issue rate of Materials	42
12.	Annexure-I : BG Pro-forma for EMD	43
13.	Annexure-II : BG Pro-forma for PEMD	44-45
14.	Annexure-III : BG Pro-forma for PEMD holders	46-47
15.	Annexure-IV: Agreement for PEMD	48
16.	Annexure-V : BG Pro-forma for Insurance surety bond for EMD	49-51
17.	Annexure-VI BG Pro-forma for Insurance surety bond for SD	52-54
18.	Annexure-VII: Consent for e-payment	55
19.	Schedules- I to VII	56-62
	Part-II: PRICE BID [Proforma for price proposal Format]. (Not to be uploaded with PQB, only to be uploaded with Price bid/Commercial bid)	

ANDHRAPRADESH POWER DEVELOPMENT COMPANY LIMITED
VIDYUT SOUDHA :: VIJAYAWADA – 520004

Office of the
Chief General Manager /APPDCL,
Vidyut Soudha, Vijayawada– 520004.

Proc.No:CGM/APPDCL/EE/Civil/E.NIT.RFx.No:610002321 /D.No: 1674/26.Dt. 29.06.2026

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: 610002321
4.	Name of Work	APPDCL-SDSTPS-(3x800MW)-Sea water intake and out fall system-Consultancy studies for field monitoring of shore line changes and intake basin for SWIO system for a period of 2 years From the date of commencement of work.
5.	Estimated Contract Value	Rs.1,17,00,000.00
6.	Period of Contract	2(Two)years
7.	Form of Contract	LS
8.	Tender Type	Open, Two part Bid.
9.	Tender Category	Works
10.	Bid Security (EMD)	<p><u>For Non-PEMD holders:</u> Rs.3,34,000/-in the shape of DD/BC/Pay Order (OR) Rs.1,00,000/-in the shape of DD/BC/Pay Order and Rs.2,34,000/-as Bank Guarantee/DD/BC/Pay Order.</p> <p><u>For PEMD holders (Who have Rs.5.00 Lakhs PEMD with APPDCL):</u> (Copy of PEMD approval letter from APPDCL shall be furnished) Rs.1,00,000/-by way of DD/BC/Pay Order.</p> <p>c) Exemption for SSI/NSIC units: The firms registered with SSI/NSIC are eligible for exemption from payment of EMD.</p> <p>(The firms registered with SSI/NSIC are eligible for exemption from payment of EMD. However, they should apply in advance by enclosing a valid SSI/NSIC certificate, and obtain exemption from the Chief General Manager /APPDCL/ Vijayawada, well before submitting Tender)</p>
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 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.

TENDERER

12.	Process Fee	Not Applicable
13.	Schedule Available Date & Time	20.00 Hrs. on 30.06.2026
14.	Schedule Closing Date & Time	15.00 Hrs. on 20.07.2026
15.	Bid Submission Closing Date & Time	15.00Hrs. on 20.07.2026
16.	Bid Submission	Online
17.	Bid Validity	180 days from the date of opening of the PQB.
18.	Pre-Qualification/ Technical Bid Opening Date (Qualification and Eligibility Stage)	16.00Hrs.on 20.07.2026
19.	Price Bid Opening Date & Time	16.00Hrs on 21.07.2026
20.	Eligibility Criteria	<p><u>Registration and qualification Criteria:</u></p> <p>a. <u>Registration:</u>-The Bidder shall be a registered contractor as Civil Class-II & above in State/ Central Govt. departments/ State/ Central Government undertakings, public sector undertakings, Reputed Private Sector Organizations, Ports, Marine Industries or Multinational Companies (MNCs) having experience in similar nature of works.”</p> <p>b. <u>Similar Works:</u> -The Bidder should have satisfactorily completed, as a Prime Contractor, similar works of value not less than Rs.59 Lakh (50% of the estimated Contract value) in any one year during the last ten financial years (2016-17 to 2025-26).</p> <p>The experience of the contractor who has executed similar nature of works in the organizations as mentioned in SI.No 20.a only will be considered. No other clauses and sub-clauses/conditions of G.O.Ms.No. 94, Dt. 01.07.2003 are applicable for calculating eligibility criteria other than the prescribed /stipulated for eligibility criteria/conditions for this work as per NIT. 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 as mentioned above executed. Experience certificates without these details will not be accepted and the tender will be considered as incomplete.</p> <p><u>c. Joint Venture:</u> The joint venture firms will also be acceptable on production of Joint venture agreement for the purpose of this work only. In case of joint venture, the prime member should have a valid registration and the total members in the joint venture should not be more than three (3). The share of the prime member of joint venture group should be more than 50%. The eligibility criteria will be considered on the basis of combined resources.</p>

TENDERER

		<p><u>d. Liquid asset/credit facilities/Solvency certificate:</u> Liquid asset/credit facilities/ Solvency certificate (not older than 12 months from the date of availability of tender specification on APGENCO e-procurement platform) issued by any Indian Nationalized Bank or scheduled bank for a value not less than Rs. 15.00 Lakh. (or) The Solvency Certificate/Net Worth Certificate for a value not less than Rs. 15.00 Lakh in lieu of Solvency Certificate issued by the Chartered Accountant shall not be older than 12 months from the date of availability of tender specification on APGENCO e-procurement platform.</p> <p>The statement showing the value of existing commitments and ongoing works if any as well as the stipulated period for completion of the remaining work for each of works listed, issued by the Engineer-in-charge or equivalent of the concerned department shall be uploaded, and the bidder shall furnish the particulars invariably in the same format failing which the tender shall be treated as incomplete and summarily rejected.</p> <p><u>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.</u></p>
21.	Place of Opening of Tenders	In the chambers of the Chief General Manager/APPDCL,2 nd floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520004
22.	Officer Inviting Bids	Chief General Manager/APPDCL,2 nd floor, APPCC Building, Vidyut Soudha, Gunadala,Vijayawada-520004
23.	Address	Chief General Manager/APPDCL,2 nd floor, APPCC Building, Vidyut Soudha, Gunadala,Vijayawada-520004
24.	Contact Details	Chief General Manager/APPDCL,2 nd floor, APPCC Building, Vidyut Soudha, Gunadala,Vijayawada-520004 Phone Num: 0866- 2454633
25.	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, 2ndfloor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520004 for any clarification/ 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.</p> <p>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>
26.	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 copies of registration certificates & returns and information as may be specified from time to time. Purchase Order will not be issued without above statutory norms.</p>
27.	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 the uploaded scan copies such as Firm registration, 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>

TENDERER

		<p>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 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 3years.</p> <p>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 Hard copies submission to avoid any discrepancy.</p> <p>The tenderer is liable to be disqualified, if he is found to have mislead 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 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 iv. 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.
--	--	---

28.	Other relevant information	<ol style="list-style-type: none"> 1. Please go through the detailed tender conditions and rules in APGENCO e-procurement plat form for TENDER 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 contractors 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, 2ndfloor, APPCC Building, Vidyut Soudha, Gunadala,Vijayawada-520004
29.	Help Desk one-tender site.	<p>All tenderers are requested to contact HELP DESK provided in the APGENCO e-tender site i.e.,</p> <p style="text-align: center;"> https://etender.apgenco.gov.in Email: srm@apgenco.gov.in; erphelpdesk@apgenco.gov.in; 0866 – 2526979, 6980, 6969 </p>

Sd/-
CHIEF GENERAL MANAGER/APPDCL

Copy to

- 1) The Chief Engineer/O&M/SDSTPS/Nelatur(V)/Muthukur(M)/SPSR Nellore Dist.
- 2) The Superintending Engineer/Civil/Nelatur(V)/Muthukur(M)/SPSR Nellore Dist.

TENDERER

PRE-QUALIFICATION BID

1. The work of "**APPDCL-SDSTPS-(3x800MW)-Seawater intake and out fall system- Consultancy studies for field monitoring of shore line changes and intake basin for SWIO system for a period of 2 years from the date of commencement of work** " is to be executed under this contract and to complete strictly as per the programme given in the specification. No extension of time beyond contract period stipulated in the specification can be given under this contract except for reasons contributing to the delay for which the contractor is not responsible.

2. **Eligibility Criteria:**

- a. **Registration:** The Bidder shall be a registered contractor as Civil Class-II & above in State/ Central Govt. departments/ State/Central Government undertakings, public sector undertakings, Reputed Private Sector Organizations, Ports, Marine Industries or Multinational Companies (MNCs) having experience in similar nature of works."

- b. **Similar Works:** - The Bidder should have satisfactorily completed, as a Prime Contractor, similar works of value not less than **Rs.59 Lakh (50% of the estimated Contract value) in any one year during the last ten financial years (2016-17 to 2025-26).**

c. **Joint Venture:**

The joint venture firms will also be acceptable on production of Joint venture agreement for the purpose of this work only. In case of joint venture, the prime member should have a valid registration and the total members in the joint venture should not be more than three (3). The share of the prime member of joint venture group should be more than 50%. The eligibility criteria will be considered on the basis of combined resources.

d. **Solvency:**

Liquid asset/ credit facilities/ Solvency certificate (not older than 12 months from the date of availability of tender specification on e-procurement platform) issued by any Indian Nationalized Bank or Scheduled Bank of value not less than **Rs.15.00Lakh** (or)

The Solvency Certificate/ Net Worth Certificate for a value not less than **Rs.15.00Lakh** in lieu of Solvency Certificate issued by the Chartered Accountant shall not be older than 12 months from the date of availability of tender specification on APGENCO e-procurement platform.

No other clauses and sub clauses/ conditions of G.O.Ms.No.94,Dt.01.07.2003 are applicable for calculating eligibility criteria other than the prescribed /stipulated for eligibility criteria/ conditions for this work as per NIT. The tenderer should upload only attested experience certificates in respect of similar works. 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 as mentioned above executed. Experience certificates without these details will not be accepted and the tender will be considered as incomplete.

3. **General Terms & Conditions:**

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

- i) The details and certificates are to be furnished as per NIT and tender specification.
- ii) The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements.
- iii) Even while execution of work, if found that the contractor had produced false/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD and all the amounts due to him.

TENDERER

4. The bidders shall submit their eligibility and qualification details, Technical bid etc., in the online standard formats displayed in e-Procurement website. The bidders shall also upload in the e-Procurement web site the scanned copies of all relevant certificates, documents, Demand Draft/ BG towards EMD including experience certificates, EPF, ESI, GST registration certificates, IT clearance certificate, Joint venture agreement, solvency certificate, list of machinery either owned/ leased/ to be procured. Details of the Key personnel to be employed on this work along with certificates of their qualification in support of their eligibility criteria/technical bids
5. **APPDCL does not entertain any request for advance payment for the work.**
6. In opening the tenders, the Part-I i.e., Pre-qualification Bid will be opened first. Only those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment etc., will qualify for opening of Part-II i.e., Price Bid. In this regard, the decision of APPDCL is final.
7. **The quoted rates by the tenderer in Part-II i.e., Price Bid shall be firm till the completion of work.**
8. Part-II i.e., Price Bid, in respect of qualified tenderers only will be opened on the dates notified.
9. The bidders should invariably upload the statement showing the list of documents etc., in the APGENCO e-procurement in support of their Technical bids. 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. The Department shall carry out the technical bid evaluation solely based on the uploaded documents, BG towards EMD in the APGENCO e-procurement system and open the price bids of the responsive bidders. The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, BG towards EMD prior to issue of LOI. In respect of construction equipment available with contractor, he must indicate which of the available equipment proposes to mobilize for the work. The details of the ownership of equipment are also to be furnished in Pre-Qualification Bid. Statements that the contractor will hire the equipment from other agencies after award of work will not be entertained and such tenders are liable to be rejected.

TENDERFORM

To
The Chief General Manager
APPDCL, 2nd floor,
APPCC Building, Vidyut Soudha,
Gunadala, Vijayawada-520004.

Sir,

I/We do here by tender and, if this tender be accepted undertake to execute the work of **"APPDCL-SDSTPS-(3x800MW)-Sea water intake and out fall system-Consultancy studies for field monitoring of shore line changes and intake basin for SWIO system for a period of 2 years from the date of commencement of work"** as shown in the drawings and as described in the specifications with such variations by way of, alterations or additions to, and omissions from the said work and method of payment as are provided for in the "Conditions of Contract" at item wise rates arrived, at under the clause of the standard preliminary specification relating to "Payment on lump sum basis or final measurements at unit prices".

I/We agree to execute the work when the lump sum payment under the terms of agreement is varied by payment on measurement quantities.

I/We agree to keep the offer in this tender valid for a period of **180 days** from the date of opening of tender 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.

I/We here by 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.

If my/our tender is accepted, the earnest money shall be retained by the APPDCL as security for the due fulfillment of this contract. If upon written intimation to me/us by the Chief General Manager, APPDCL, 2nd floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada- 520004, I/We fail to attend the said office before the end of the period specified on such intimation the tender will not be considered and if, upon intimation being given to me/us by the Chief General Manager, APPDCL of acceptance of my/our tender, I/We fail to make the additional security deposit or to enter into the required agreement as defined **in clause 5 of the detailed tender notice**, then I/We agree to the forfeiture of the Earnest money; Any notice required to be served on me/us here under shall be sufficiently served on me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice if sent by post be deemed to have been served on me/us at the time when in due course of post, it would have been delivered at the address to which it was sent.

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.

TENDERER

I/We am/are professionally qualified and my/our qualifications are given below.

S.No.	Name	Qualifications

I/We will employ at my/our own cost all technical and non-technical staff in adequate numbers on full time basis and see that they are available at work site during working hours and also whenever required by the Engineer in-charge to take instructions and for arranging efficient and expeditious execution of work to the satisfaction of the Engineer-in-charge. In case we fail to employ the above mentioned technical staff we are agreeable for the recovery towards such default to be made at the rates as fixed by the Engineer-In-Charge.

The APPDCL directs that in the case of both Lump sum and K2 contract of Rs. 50,000 and above in value, the contractor irrespective of his class shall be required to employ the personnel on the concerned works at his own cost whether technical skill is required or not.

Cost of Work Scale of Technical staff

FromRs.50,000/-toRs.1.00lakh	:	One I.T.I. Candidate
BetweenRs.1.00lakh&Rs.5.00lakhs	:	One diploma holder
Between Rs.5.00 lakh &Rs.15.00lakhs (or) Two Diploma holders	:	One Graduate Engineer
Between Rs.15.00 lakh to Rs.25.00lakhs	:	One Graduate Engineer and One Diploma holder
Above25.00lakhs	:	Two Graduate Engineers and Two Diploma holders.

The appointment of staff shall be on full time basis and they shall be available at the work site whenever required by the Engineer-in-charge to take instructions. The contractor shall deploy required technical personal in addition to the above as per actual needs and as directed by the Engineer-in-charge.

In case of failure of the contractor to employ technical Staff as above, the recovery shall be made from his bill at the following rates.

Cost of Work	Rate of recovery per month
BetweenRs.50,000andRs.1.00lakhs	Rs.18,450/-
BetweenRs.1.00lakh&Rs.5.00lakhs	Rs.25,500/-
BetweenRs.5.00lakhsandRs.15.00lakhs	Rs.33,000/-
BetweenRs.15.00lakhstoRs.25.00lakhs	Rs.58,500/-
AboveRs.25.00lakhs	Rs.1,17,000/-

I/We have accepted the rate of progress i.e., the construction programme for the work as envisaged in this tender specification.

Yours faithfully,

TENDERER

DETAILED TENDER NOTICE

1. Tenders in two parts (Part I & II) for the work of "APPDCL-SDSTPS-(3x800MW)-Sea water intake and out fall system-Consultancy studies for field monitoring of shore line changes and intake basin for SWIO system for a period of 2 years from the date of commencement of work m" should be obtained from 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 e- procurement can download the tender schedules free of cost. The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically e- procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform following the G.O.Ms.No.6,I.T&C Department, dated. 28-02-05.

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>. Bids can be submitted up to 16.00 Hrs on. 20.07.2026.

The tenders will be opened through APGENCO e-procurement platform by the Chief General Manager/ APPDCL on 16.00 Hrs on 20.07.2026 at Vidyut Soudha, Gunadala, Vijayawada - 520004. If the tender opening day happens to be an holiday the tenders will be opened at the same timings 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 office of the Chief General Manager/APPDCL/Vidyut Soudha, Gunadala, Vijayawada for any clarification / information on any working day during working hours.

The bidders who are desirous of participating in e- procurement shall submit their Technical bid/Price bid etc., in the standard formats prescribed in the tender documents, displayed at "e" market place. The bidders should invariably upload the statement showing the list of documents etc., in the "e" market place in support of their Technical bids. The bidder should load 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.

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 the bidder will be BLACKLISTED.

The Bidder shall authenticate the bid with his 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 Department shall carry out the technical bid evaluation solely based on the uploaded documents, DD/BG towards EMD deposited with APPDCL in the e- Procurement system and open the price bids of the responsive bidders.

The Department will notify the successful bidder for submission of original hard copies of all uploaded documents and DD/BG towards EMD prior to issue of LOI/PO.

The successful bidder shall invariably furnish the original DD/BC towards EMD, Certificates /documents of the uploaded scanned copies to the Tender Inviting Authority before stipulated time given to him 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 towards EMD, certificates/ documents, from successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the DD/BC towards EMD and all other certificates/documents uploaded by the bidder in APGENCO e-procurement system in support of the qualification criteria before concluding the agreement.

If any successful bidder fails to submit the original hard copies of uploaded certificates/documents, DD/BC 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 APGENCO 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 of the deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government

2. The bidder has to furnish the following statutory requirements along with the bid.
 - a) **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.
 - b) **Statutory requirements:**
The contractor shall comply with the statutory labour rules and regulations i.e., EPF, ESI etc., as may be applicable and shall furnish the copies of registration certificates of EPF, ESI etc.,
 - c) **GST:**
The tenderer shall furnish the proof of registration certificate under GST.
3. Each tenderer shall invariably upload the required registration, experience certificates, insurance coverage for the workmen. In case of proprietary or partnership firm, it will be necessary to produce the certificates afore mentioned for the proprietor or proprietors and for each of the partners, as the case maybe.
4. **Earnest Money Deposit:** Each bidder must pay Earnest Money Deposit for a minimum amount of Rs. **3,34,000/- (Rupees three lakh thirty-four thousand only)** by way of DD/BC/Pay Order in favour of SAO/APPDCL, Vidyut Soudha, Gunadala, Vijayawada-04 payable at Vijayawada **(OR) Rs.1,00,000/- in the shape of DD/BC/Pay Order** in favour of SAO/APPDCL, Vidyut Soudha, Gunadala, Vijayawada-04 payable at Vijayawada and **Rs. 2,34,000/- as Bank Guarantee in the proforma appended as Annexure.** BG shall be drawn on nationalized bank in favour of the Chief General Manager/APPDCL. The EMD will not be received in cash.
5. When a tender is to be accepted, the tenderer whose tender is under consideration shall, attend the office of the Chief General Manager/ APPDCL/ Vidyut Soudha, Gunadala, Vijayawada before the end of the period specified by written intimation to him. If the tenderer fails to attend the office before the end of the period specified, his tender will not be considered. He shall forth with upon intimation being given to him by the Chief General Manager/APPDCL of acceptance of his tender, attend the office of the Superintending Engineer/ Civil /O&M/ SDSTPS / Nelatur(V)/Muthukur(M)/SPSR Nellore Dist, in-charge of work and sign an agreement in the proper departmental form for the due fulfillment of the contract. The contractor is bound by the specifications of APSS.

In addition to the EMD, the balance amount of total up to 5% of the value of Contract shall be paid as security deposit in case of successful tenderer by way of Bank Guarantee from Nationalized Bank approved by APPDCL as per proforma appended as Annexure. The above security deposit shall be furnished with in fifteen days (15) from date of receipt of P.O. Further 5% of the value of work done will be recovered from the running bills for the due fulfillment of the contract (Retention Amount).

Security Deposit (including EMD) and retention amount will be refunded to the contractor after satisfactory completion of the work in all respects. This amount will not bear any interest.

Failure to make the security deposit as defined in the above paragraphs shall entail forfeiture of the earnest money deposit. The Purchase order between the contractor and the APPDCL shall be the foundation of the rights of both the parties and the contract shall not be deemed to be completed until the Purchase order has first been signed by the contractor and by the proper officer authorized on behalf of APPDCL.

The work shall commence from the dates specified by the APPDCL otherwise EMD will be forfeited.

TENDERER

If the successful tenderer fails to sign the Purchase Order or otherwise commit default, the APPDCL shall have the right to recover damages according to law apart from forfeiting the earnest money deposit.

6. The tenderer shall examine closely the APSS and also the standard preliminary specifications contained therein, and sign the divisional office copy of the APSS and its addenda volume in token of such study before submitting his tender offer. He shall also carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The APSS and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc., can be seen at any time between 10.00A.M. and 5.00P.M. on all working days in the office of the Chief General Manager/ APPDCL, 2nd floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520004.
7. The tenderer's attention is directed to the requirements for materials under the clause 'Materials and Workmanship' in the 'Preliminary Specifications'. 'Materials conforming to the IS' shall be used on the work, and the tenderer shall quote his item wise rates accordingly.
8. Every tenderer is expected, before **quoting his percentage on ECV**, to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other source defined shall be used on the work. In every case, the materials must comply with relevant standard specification. Samples of materials as called for in the standard specifications or in these tender conditions, or as required by the Executive Engineer, in any case shall be submitted for the Executive Engineer's approval before the supply to site of work is begun. If the contractor, after examination of the source of materials defined in the descriptive specification sheet is of opinion that materials complying with the standard specifications of the contract cannot be obtained in quality or sufficient quantity from the source defined in the descriptive specification sheet, he shall so state clearly in his tender that where from he intends to obtain materials subject to the approval of the officer authorized by the APPDCL.

If further any information is required, the Engineer-in-charge or [Superintending Engineer / Civil/SDSTPS/ Nelatur\(V\)/Muthukur\(M\)/SPSR Nellore District](#) will furnish such information.

The APPDCL will not, however, after acceptance of a contract rate, pay any extra charge for lead or for any other reason, in case the contractor found later on to have misjudged the materials availability.

9. The tenderer's particular attention is drawn to the sections and clauses in the standard preliminary specifications dealing with:
 - 1) Test, inspection and rejection of defective materials and work;
 - 2) Carriage;
 - 3) Construction Plant;
 - 4) Clearing up during progress and for delivery;
 - 5) Accidents;
 - 6) Delays;
 - 7) Particulars of payment.

The contractor should closely peruse all the specifications, clauses which govern the rates which he is tendering.

10. A bill of quantities accompanies this tender schedule. It shall be definitely understood that APPDCL does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations/omissions, deductions or additions at the discretion of the Executive Engineer-in-charge or as set forth in the conditions of contract. The tenderer will, however, base his lump sum tender on this schedule of quantities. The estimated rates by the department for each item are furnished in the Schedule-A.

Discrepancy in Tender percentage quoted: In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

11. No alteration which is made by the tenderer in the contract form, the conditions of contract, drawings, specifications or quantities accompanying the tender will be recognized and if any alterations are made, the tender will be considered void.
12. Bidders shall quote in their proposal, lump sum firm price for the individual items for the entire scope of works covered in this specification in Schedule-A. **Rates shall not be quoted for individual items.** The calculated excess/less percentage quoted over and above the estimated value shall be applied to all the individual items and agreement shall be concluded. The payment for measured quantities shall be made at the arrived rates. **The lump sum amount only shall be quoted for the total value of work in the price field. The rates quoted in any other form except the lump sum amount quoted in the price field will not be considered.**
13. **Price Variation:** No price variation will be allowed for materials and labour. The quoted rates shall be firm and binding up on the contractor till the work is completed. The quoted rates shall be binding on the contractor even award of part work.
14. **Period of contract: 2(TWO) Years**
15. **Programme of work:**

The attention of the tenderer is directed to the contract requirements as to the time of beginning the work, the rate of progress and the dates for the completion of the whole work and its several parts.

The programme of work to be done from time to time is indicated below. However, the Executive Engineer-in-charge of the work will decide the priority of various items of work and their location and direct the successful tenderer for execution so as to complete the entire work as required.

The date of commencement of this work will be the date on which the site is handed over to the Contractor. The agreement shall be concluded before the site is handed over to the contractor.

Further, it shall also be noted by the tenderer, if on any account, the work gets dislocated due to the site being not available for work on any day or due to any other reason, it is not binding on the APPDCL to pay any compensation to the contractor, but the corresponding extension of time will be granted to the contractor.

The construction programme for the works envisaged in the specification is indicated below:

S.No.	Period after date of commencement	Work to be completed	Remarks
1.	2 years	100%	See the note below this table

Note: The sequence of the work and progress may be altered by the Engineer- in-charge or appropriate authority authorized by APPDCL to suit the requirements of work completion.

If, due to any other reason beyond the control of the contractor, the progress is slow, the same shall be made up in subsequent periods and the programme shall be complied within minimum possible time.

The Executive Engineer-in-charge shall direct the sequence and pace of the parts of the work and the contractor shall comply with them. Payment will be effected as per actual work completed and based on the approved mode of payment.

16. **Penalty: Action as per clause 60 and 61 of PS to APSS will be taken by the Executive Engineer-in-charge if the contractor fails to adhere to the above programme of work. Due to what so ever reasons, if work gets extended beyond the contract period, an amount equivalent to 5% of running account bill will be recovered in the extended period of contract from the running account bills and release or forfeiture of this in part or full will be dealt as per the approval of competent authority of APPDCL.**

17. No part of the contract shall be sublet without written permission of the tender approval authority nor shall transfer be made by the power of attorney authorizing others to receive payment on the contractor's behalf.
18. The Chief General Manager, APPDCL, or other sanctioning authority reserves the right to reject any tender in full or part or all the tenders without assigning any reason there for. The **quoted rates** shall be binding on the tenderer even if the Chief General Manager, APPDCL awards part of the work.
19. Preference in the selection from among the tenderers will be given, other things being equal, to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work, who have got experience in similar works and enough equipment. The tenderer should therefore state in clear terms whether they are professionally qualified or whether they under take to employ technical staff and if so, to give their professional qualifications or of the staff to be employed and their experience etc.

In case the selected tenderer is one who has under taken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention.

20. A tenderer submitting a quotation which the tender accepting authority considers excessive and/or indicative of the insufficient knowledge of current prices or definite attempt at profiteering will render himself liable to be debarred permanently from tendering or for such periods as the tender accepting authority may decide. The tender percentage should be based on the controlled price for material, if any, fixed by the Government or the reasonable price permissible for the tenderer to charge a private purchaser under the provisions of clause 8 of Hoarding and Profiteering Prevention Ordinance, 1943 as amended from time to time and on similar principles in regard to labour and supervision in the construction.
21. The form of contract will be lump sum.
22. The tender shall be valid for acceptance for a period of not less than 180 days from the date of opening the tenders. Tenders with validity of less than 180 days liable to be rejected.
23. **Supplemental Items:**

The contractor is bound to execute all supplemental items beyond 10% of agreement quantity, deducible from similar items in the original agreement and new items that are found essential, incidental and inevitable during execution of works, at the rates to be worked out as detailed below.

a. Fixation of rates for items of work in excess of quantities in Schedule-A Bill of Quantities of tender

The rates quoted by the tenderer shall hold good up to 10% of quantity over those given in Schedule-A bill of quantities.

For all items of work which are in excess of 10% over and above the quantities shown in Schedule 'A' Bill of quantities of the tender, the rate payable for such excess quantities shall be either estimate rate with SSR which tenders were compared plus or minus tender percentage or agreement rate whichever is less.

b. Supplemental items directly deducible from similar items in the original agreement:

The rates shall be derived by adding to or subtracting from the agreement rates of such similar items, the cost of the difference in quantity of material or labour between the new item and the similar item in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders were compared plus or minus overall tender percentage.

c. New Items:

- i) Similar items the rates of which cannot be directly deduced from the original agreement.
- ii) Purely new item which do not correspond to any item in the agreement.

The rate shall be estimate rate plus or minus over all tender percentage.

NOTE: The term estimate rate used in (i) and (ii) above means the rate in the sanctioned estimate with which the tenders were compared or if no such rate is available in the estimate, the rate derived with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

d. Addition of provision towards importation of labour, labour amenities, etc., in working out supplemental items

In respect of new items, the case has to be considered on its merits and provision for importation of labour, labour amenities, etc., has to be fully justified.

If the new item is in substitution of an old item which allowed for importation of labour, labour amenities, etc., those factors may be taken into account in computing the substituted items also at the same rates at which they were originally provided

- 24.** The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a Gazette officer of the Government or APPDCL, who retired from service and had not obtained the permission from the Government or APPDCL for accepting the contract or employment within a period of 2 years from the date of his retirement.
- 25.** The contractor will at all times duly observe the provisions of employment of Children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any persons to do any work for the purpose or under the provisions of the said act. The Contractor shall agree to indemnify the APPDCL from and against all claims/penalties which may be suffered by the APPDCL or any person employed by the Department by reason of any default on the part of the Contractor 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.
- 26.** The contractor shall indemnify the APPDCL against all claims which may be made under the Workmen's Compensation Act or any statutory modification thereof or rules there under or other wise for or 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.
- In all cases of personal injury to workmen employed by a contractor on this work for which the contractor 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.
- 27.** Preliminary specifications of APSS except clause 73 shall apply to all agreements entered by the contractor with APPDCL and shall form an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications and IS before submitting his tender offer.
- 28.** a) Scaffolding and gangways will have to be arranged by the contractor at his own cost, whenever they are considered desirable or necessary by the Executive Engineer-in-Charge of the work to facilitate the work.
- b) Dewatering, if necessary, has to be done by the Contractor to suit the requirement of the work at his own cost. The rate quoted in BOQ shall be inclusive of dewatering charges and no separate payment will be made on this account.
- 29.** The tender offer shall be based on the assumption that contractor will procure all the materials, machinery and equipment required for the execution of the work.
- 30.** Necessary arrangements have to be made by the contractor at his own expense toward shutting, accommodation, drinking water supply, health and sanitary arrangements and other amenities for the workers required as per the relevant rules and to the satisfaction of the Public Health authorities and the Executive Engineer-in-Charge and land required for the purpose will have to be provided by the contractor at his cost.
- 31.** All correspondence after opening of the tender shall be made with the Chief General Manager, APPDCL, 2nd floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520004.

TENDERER

32. TENDERER'S AND CONTRACTOR'S CERTIFICATE

- 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 there after 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 APPDCL. We have signed here below in acknowledgement thereof.
- c) We certify that we have inspected the location of the proposed work before quoting our rates, we have also inspected the quarries and network of roads and satisfied ourselves about the quality, availability and transport facilities for stone, sand etc., through the network of available roads and path-ways, required for the work and verified the correctness of the leads statement.
- d) We are prepared to furnish detailed data in support of all our quoted percentages, when called upon to do so without any reservations.

Signature of Tenderer /contractor

Name :_

Designation :_

Company :_

Date :_

Seal of Company

TENDERER

SECTION-I**SUPPLEMENTAL CONDITIONS TO THE PRELIMINARY SPECIFICATIONS TO THE APSS**

The following conditions shall also be followed in addition to those mentioned in P.S.to the A.P.S.S.

1. DATA AND DRAWINGS TO BE FURNISHED BY THE CONTRACTOR

The contractor shall furnish the following information to the Executive Engineer for approval within the stipulated time against each item from the date of handing over of site to the contractor for starting the work.

- i) Layout plan of construction plant and equipment for the execution of the work which the contractor proposes to adopt at site within 2weeks from the date of issue of the Letter of Intent/ Purchase order by the APPDCL to the Contractor.
- ii)
 - a) Prior to the commencement of the work, the contractor shall submit to the Executive Engineer for approval, drawings or prints in triplicate showing the location of stores, buildings, staff housing facilities, if any, road ways, unloading facilities and storage yards etc., which he proposes to put up at the site.
 - b) Any changes in the approved layout will be subject to further approval.
 - c) Detailed schedule for each working season, showing the programme proposed to be achieved month by month for each major item and get the same approved. The Executive Engineer is further empowered to ask for more detailed schedule or schedules, say week by week for any such item or items, and the contractor shall supply the same as and when called for, without any reservation whatsoever.
 - d) The contractor shall furnish every month or at any intervals as may be desired the progress schedules in the form of progress charts, statements and reports as may be approved by the Executive Engineer.
 - e) The contractor shall maintain proper charts and details regarding machinery, equipment, labour, technical personnel and other matters as may be specified by the Executive Engineer. He shall further submit returns in proforma and details as may be specified by the Executive Engineer from time to time.

2. SAMPLES OR DESCRIPTIVE DATA:

- a) Samples or descriptive data of materials requiring approval shall be submitted by the contractor to the Executive Engineer sufficiently in advance, before the use of such materials, to permit inspection and testing. The samples shall be properly marked to show the name of the materials, manufacture, and place of origin and place where to be used etc.
- b) Failure of any sample to pass specified tests will be sufficient cause for refusal to consider any further samples from the same source.

3. FUNCTIONING OF THE CONTRACT

The contractor shall carryout all directions and orders issued by the Executive Engineer connected with the work and shall communicate with him regarding all matters pertaining to the contract.

4. CONTRACT INCLUDES ALL NECESSARY OPERATIONS

The contractor is to include the whole of works whether permanent or temporary which are described in or implied by the contract documents, which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works, also the performance of all other operations and the supplying of all materials and things described in or implied by the contract documents which may be deemed desirable or required for the

TENDERER

completion in all respects of the above works to the entire satisfaction of the Executive Engineer and all such matters shall be deemed to be included in the contract.

Works shown in the drawings and not mentioned in the specifications or described in the specifications without being shown in the drawings shall nevertheless be held to be included in this contract, in the same manner as if they had been expressly shown in the drawings and described in the specifications also.

5. CONTRACTOR TO RESTORE PLANT

Upon completion of the contract, the contractor shall deliver to the Executive Engineer in Charge all plant, which may have been lent or hired to him and make good all damages which may have occurred to them except such as shall be certified by the Executive Engineer-in-Charge to be caused by fair wear and tear in the execution of works.

6. OTHER CONTRACTS FOR THE WORK:

Should the APPDCL enter into other contracts for specified items of the corporate work, each contractor shall co-operate with others to the fullest extent and shall allow each other every facility and co-ordination for execution of their works simultaneously and satisfactorily as intended in the designs, specifications and drawings. Should there be dispute or disagreement between the contractors for any cause whatsoever, the same shall be referred to the Executive Engineer whose decision regarding the co-ordination, co-operation and facilities to be provided by any of the contractors to the others shall be final and binding on all parties and such a decision shall not vitiate any contract nor absolve the contractor of his responsibilities under the contract.

7. CONTRACTOR TO KEEP IN VENTORY OF PLANT, MACHINERY, MATERIALS ETC.

The contractor shall prepare and maintain an inventory of all materials taken from stores, Plant purchased or hired for use or employment or for any of the purposes of this contract and such inventory or a copy thereof shall at all times be available for inspection by the Executive Engineer.

8. PROTECTION OF WORKS

The contractor shall during the progress of work properly cover up and protect the work and plant and materials placed at his disposal or acquired for him by the APPDCL, from injury by exposure to the weather and shall take every responsible, proper and timely precautions against accident or injury to the same from any cause and shall be and remain answerable and deemed liable for all accidents or injuries thereto until the same be or deemed to be taken over by the APPDCL, such damages or injuries, which may arise or occasioned by the acts or omissions of the contractor or his workmen or sub-contractors and all losses and damages to the works or such plant and materials arising from such accidents or injuries as foresaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the satisfaction of the Executive Engineer.

If the Executive Engineer considers that the work or materials or plant advanced by the APPDCL is not sufficiently protected by the contractor, he shall be entitled to arrange for such protection at his discretion and recover the cost thereof from the contractor.

9. MATERIALS, TOOLS AND PLANT BROUGHT ON TO THE SITE OF WORK

All the materials, tools and plants of the contractor brought to and delivered upon the site for purpose of this work shall, from the time of their being so brought, be deemed to be in the possession of APPDCL to be used for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Executive Engineer, but the contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof or damage thereto.

10. PERSONNEL OF THE CONTRACTOR

- a) The contractor shall, at all times, maintain on the work staff of qualified engineers and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in these specifications and they shall be present at the work spot during working hours and at the times of inspection by the departmental officers, all orders and directions given to such supervision or other staff of the contractor shall be deemed to have been given to the contractor. Further, the Executive Engineer may, by due notice, desire a higher contractor to be present and the contractor shall

TENDERER

comply with such requisitions. The contractor shall also maintain at the work, works manager of sufficient status and experience and duly authorize him to deal with the aspects of the day to day work. All communications or commitment by this Works Manager shall be considered binding on the contractor.

- b) The contractor shall supply to the Executive Engineer details of the name, qualifications and experience in regard to all supervisory staff employed by the contractor and notify change when made and satisfy the Executive Engineer regarding the quality and sufficiency of the staff thus employed.
- c) The Executive Engineer will have the unquestionable right to ask for change in the quality and number of the contractor's supervisory staff and to order removal from the work and any connection therewith of any such staff. The contractor shall comply with such orders and effect replacement to the satisfaction of the Executive Engineer.
- d) The contractor shall not, without written authorization, permit entry on site of work of any person except authorized agents of the APPDCL or the contractor's staff and labour directly engaged on, in connection with the work.

11. USE OF SITE

- a) The contractor will be permitted to use the site without any charge and all lands required for the permanent occupation of the works. He will also be allowed during the period of his contract the use of any other lands in the vicinity of the works as and when the Executive Engineer may consider such use to be necessary for the bonafide purpose of the works subject to availability. The contractor shall not commence any operation on such lands except with prior approval of the Executive Engineer.
- b) All areas of operation including those for his staff and labour colonies, handed over to the contractor shall be cleared and handed back in good condition to the Executive Engineer, except areas under works constructed as per this contract or those for which specific approval has been obtained from the Executive Engineer. The contractor shall make good to the satisfaction of the Executive Engineer any damage or alterations made to areas which he has to hand over back or to other property or land handed over to him for purposes of this work.
- c) Temporary structures may be erected by the contractor for storage sheds, offices, etc. for non-commercial use on the land handed over to him at his own expense and with the permission of the Executive Engineer as regards thereto. At the conclusion of the work, the structures should be dismantled and the site cleared and handed over to the department.
- d) **Accommodation:** For use of contractor and his employees, the contractor shall have to provide for accommodation, water supply, drainage and other facilities for himself and his employees at his own cost. The department will as far as practicable make available suitable land in the vicinity of the site for such purposes, as herein above mentioned.

In matters of layouts, spacing, water supply, drainage, medical facilities etc., to be provided by the contractor, the contractor shall be bound to carry out the instructions of the Executive Engineer in Charge of the work, or the Health Officer as may be issued from time to time.

The contractor shall be responsible for maintaining good orders in his camp and on his work and to that he shall employ several officers and watchmen or other persons as required. Unauthorized or undesirable persons shall be excluded from the camp and the work.

If in the opinion of the Executive Engineer in charge of the work, any employee or agent of the contractor misbehaves or causes destruction in the execution of the project work or otherwise makes himself un-desirable, the contractor shall on receipt of the instructions to do so, remove him from the premises forthwith.

- e) **Temporary structures:** The contractor shall provide at his own cost all temporary structures, cement go-downs, workshops, shelters etc., as may be necessary and maintain them in good and safe condition.
- f) The contractor shall preserve all existing vegetation such as trees on or adjacent to the site which does not interfere with the construction as determined by the Executive Engineer. The contractor shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction or to work men and shall be responsible for any damage if it occurs in such operation.
All produce from cutting of trees shall be the property of APPDCL/ Government and shall be stacked and placed at the place specified by the Executive Engineer. No claim shall be made for such cutting and stacking of trees by the contractor.
- g) The contractor shall not unnecessarily or for use of fuel cut any trees, brush wood, grass or other vegetation or shall set fire thereto without the written permission of the Executive Engineer. When such permission has been given, the contractor shall take necessary measures to prevent damage and preventing of fire spreading to surrounding property and shall be responsible for any such damage if caused.
- h) Any standing trees or other materials which the contractor may have to remove to clear the lands shall be removed as directed by the Executive Engineer and handed over to the Executive Engineer in neat sizeable stocks at the boundaries of the areas or as may be directed by the Executive Engineer in Charge.
- i) The lands shall be, hereinbefore mentioned, handed over to the Executive Engineer after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Executive Engineer shall deem necessary and vacate and return the land which the Executive Engineer may certify as no longer required by the Contractor, for purpose of the work.

12. ACCURACY OF LINES, LEVELS AND GRADES

- a) The levels shown in the drawings are based on the standard bench marks established near the work spot. All levels, drawings, survey reference marks shall be based on the standard B.M. unless otherwise directed by the Executive Engineer.
- b) The contractor shall provide at his expense all templates, pillars, stakes, equipment, materials and labour for establishing the gridlines and pillars and shall be responsible for their maintenance during the whole period of construction. These shall be laid out with prior approval of, and check by the Executive Engineer. No base line or branch or reference marks shall be used as reference lines, mark or level for the work without the prior approval of the Executive Engineer. The contractor shall maintain a certified copy of such approved bench marks and levels and shall not remove any of the approved B.M.s without the prior approval of the Executive Engineer.
- c) The contractor shall layout the work from those reference lines and shall be responsible for the correctness so fall measurements and levels in connection there with notwithstanding the fact that the same might have been checked by the departmental staff.
- d) In case of any deviation or discrepancy during execution of line or level as set out by the departmental officers in Charge, contractor shall make good the discrepancy at his own cost and without any extra compensation for the additional work involved. The Executive Engineer shall further have the unquestioned right if need be, to rectify the discrepancies and recover the costs from the contractor as he may consider reasonable.

13. SAFETY MEASURES

The contractors shall take all necessary precautions for the safety of workers and in preserving their health while working in such jobs as require special protection and preventive steps. The following are some of the measures listed but the same are not exhaustive and the contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with the directions issued by the Executive Engineer in this behalf from time to time, and at all times.

TENDERER

- i) Providing protective foot wear to workers in site situations like mixing and placing of mortar or concrete in places where the work is done under too much wet conditions.
- ii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.

14. PATENT RIGHT

In the event of any claim or demand being made or action being brought against the APPDCL for infringement of letter of patent, registration or design or trade mark in respect of any machine, plant, materials or a method of using or working by the APPDCL of such machine, plant, materials or things belonging to the contractor, he shall indemnify the APPDCL against all costs and expenses arising from or incurred by reason of any such claim provided that the APPDCL shall notify the contractor immediately after any claim is made, and that the contractor shall be at liberty, if he so desires with the assistance of the APPDCL if required but at the contractor's expense, to conduct all negotiation for the settlement of the same or any litigation that may arise there from and provided that no such machine, plant, materials or things shall be used by the APPDCL for any purpose or any manner other than that for which they have been supplied by the contractor and specified under this contract.

15. PROGRESS SCHEDULE

- a) The contractor shall furnish within two weeks of receipt of Letter of Intent a progress schedule in quadruplicate including the date of start, the monthly progress expected to be achieved and the anticipated completion date of each major item of work to be done by him, also indicating the date of procurement and setting of materials, plant and machinery.

The schedules shall be practicable of achievement towards completion of the whole work in the time limit and in keeping with the rate of progress specified in the tender notice and shall have the approval of the Executive Engineer. Further dates for the progress schedule shall be kept up to date. In case it is found subsequently necessary to alter this schedule, the contractor shall submit in good time a revised schedule incorporating the necessary modifications proposed and get the same approved by the Executive Engineer. No revised schedule shall be operative without such acceptance in writing.

- b) The Executive Engineer shall have at all times the right, without any way vitiating this contract or forming grounds for any claim, to alter the order of the works or any part thereof and the contractor shall after receiving such directions, proceed in the order directed. The contractor shall also revise the progress schedules accordingly and submit four copies of the revised schedule to the Executive Engineer within 7 days of the Executive Engineer's direction to alter the order of work.
- c) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary, to maintain the progress on the work as per the approved progress schedule. The working and shift hours shall comply with all APPDCL regulations in force.

16. SPEED OF WORKS

The contractor shall at all times maintain the speed of works to conform to the latest operative progress schedule but the Executive Engineer may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever and the contractor shall comply with such orders of the Executive Engineer. The compliance of such order shall not entitle the contractor to any claim or compensation. Such order of the Executive Engineer for slowing down the work will, however, be duly taken into account while granting extension of time that may be requested by the contractor.

17. CONTRACT DOCUMENTS AND MATTERS TO BE TREATED AS CONFIDENTIAL

All documents, correspondence, decisions and other items concerned with the contract shall be considered as confidential and restricted matter by the contractor and he shall not divulge or allow access thereto any unauthorized person.

18. BREACH ON THE PART OF APPDCL NOT TO ANNUL CONTRACT

No breach or non-observance on the part of the APPDCL of any of the agreements contained here in shall annul this contractor discharge the contractor from the observance and performance there of or any part there of but on application from the contractor and in the unfettered discretion of the Executive Engineer, an extension of time may be given to the contractor in respect of such breach or non- observance by the APPDCL.

19. COMPENSATION AND PENALTY

All such recoveries from the contractor by way of penalty under any of the conditions of this contract shall be considered as reasonable compensation for the use of the APPDCL without reference to the actual loss or damage sustained.

20. JURISDICTION

All and any disputes or differences arising out of, or touching this contract will be decided by the Courts or Tribunals situated in **Vijayawada/Amaravathi only**. No suit or other legal proceedings will be instituted elsewhere.

21. LABOUR CONDITIONS

- a) The contractor shall comply with the statutory labour rules and regulations i.e., ESI, EPF etc., as may be current and shall furnish the returns and information as may be specified from time to time.
- b) The contractor is deemed to be the principal employer in respect of the contract labour engaged by him in execution of various piece rated works or other wise and contractor shall be responsible to pay both the EPF contributions payable by him as a principal employer and also on behalf of the contract Labour employed to the PF authorities concerned in independent PF account number held by him.
- c) It shall be the responsibility of the contractor to remit PF subscription of both on behalf of employer and contract labour engaged and shall submit the returns and maintain all records/registers and meet all other expenses to the EPF authorities, as required under EPF and MP act1962.
- d) The contractor shall produce the copy of independent PF code number, proof of proper insurance policy covering all the labour to the engaged in such work/works to the field officials concerned prior to commencement of work.
- e) The bills of the contractors for the works executed will be passed only on receipt of copies of PF remittances made by the contractor to the concerned PF authorities in the independent PF code number held by respective contractors. The copies of insurance premium paid covering the labour engaged by him against each of works contract also shall be produced to field officials concerned enabling them to regulate bills submitted.
- f) The contractor shall, as far as possible, obtain his requirement so fall workers through the nearest employment exchange. No person below the age of 18 years shall be employed as labourer.
- g) The contractor shall pay **wages as per minimum wages act of Govt.** (whether or not such wages are controlled by any laws existing at the time) to the mazdoors employed by him for the work. In the event of any dispute arising between the contractor and his workers on the grounds that the wages paid are not fair and reasonable, the dispute shall, in the absence of legal or other relief to the workers, be referred to the Executive Engineer who shall decide the same. The decisions of the Executive Engineer shall be conclusive and binding on the contractors but such decision or any other decision in this behalf that the contractor's work men may obtain by recourse to law or other legal means available to them shall not, in any way, affect the conditions in the contract, regarding payments to be **Made by the APPDCL**.
- h) While employing skilled or un-skilled labourer, the contractor shall give first preference to the persons, certified to him by the Executive Engineer or his duly authorized representatives as persons who are adversely affected by other projects, displaced persons of the submersible villages, if any, due to this project and shall be bound to pay such persons' wages not below the minimum which APPDCL may have fixed in this behalf.

- i) The contractor shall provide reasonable facilities to the satisfaction of the Executive Engineer for the labour employed by him where no such natural facilities exist. The usual facilities are weatherproof shelters for rests and meals, supply of wholesome drinking water, facilities for women workers, suitable residential accommodation, recreational and cultural activities, general sanitation and health measures etc.
- j) The implementation of any or all provisions of this clause shall in no way entitle the contractor to claim any compensation over and above the rates provided in the contract.
- k) The contractor shall comply with the statutory labour rules and regulations i.e., EPF, ESI etc., as may be applicable and shall furnish the copies of registration certificates of EPF, ESI etc.,

22. CONSTRUCTION OF THE CONTRACT

The contract shall in all respects be constructed and operated as contract as defined in the Indian Contract Act, 1872 and all payments to be made there under shall be made in 'Rupees' unless otherwise specified.

23. TAXES, DUTIES, TOLLS AND SEIGNIORAGE:

The contractor shall, unless otherwise specially stated in the tender notice and subsequently on this basis in the contract, be responsible for the payment wherever payable of all import duties, octroi duties, Seigniorage, quarry fees etc. on all materials and articles that he may use. Seigniorage and local cess charges payable on the materials used by the tenderer in the work will be recovered at rates fixed by competent authority from time to time from the contractor's bills and the same will be remitted to Mines & Minerals Department.

All taxes, duties, Seigniorage and local cess charges etc payable to the Govt./Quasi Govt. Bodies except GST, EPF & ESI at the rates as on the date of opening of tender are deemed to be included in the quoted percentage less/excess on ECV and will be recovered at rates fixed by competent authority from time to time from the contract bills.

Statutory variations in the applicable rates or newly introduced taxes/duties, Seigniorage and local cess with in the contract period will be to APPDCL's account.

Any upward variation/revision in the applicable rates or newly introduced taxes/duties, Seigniorage and local cess beyond the contract period will be to the contractor's Account.

Downward variation /revision in the applicable rates or newly introduced taxes/duties, Seigniorage and local cess beyond the contract period shall be passed on to the APPDCL's Account

The quoted percentage less/excess on ECV for the subject work shall be excluding of GST, EPF & ESI which will be reimbursed by APPDCL only on production of proof of remittance made and subject to the satisfaction of Engineer-in-Charge.

Not with standing anything contained in Section 10 of the Indian Tariff Act, of 1894, the rates for item involving the use or supply of articles obtained by the contractor from outside India shall remain unaffected by any changes that may be introduced in the Customs duties.

Other taxes and duties levied by the Central/State Govt. prevailing as on the date of opening of tenders shall be to the contractor's account and the rates quoted for individual items shall be inclusive of them. Any increase in taxes and duties shall be to APPDCL's account. If there is any decrease in taxes and duties, credit shall be given to APPDCL to that extent.

The APPDCL will not however be responsible for payment any other tax made by the contractor Under misapprehension of law.

The bidder shall furnish break up details of all taxes included in the quoted value.

The rates quoted for items for the subject work shall be excluding of GST, EPF, ESI. GST, EPF & ESI will be reimbursed by APPDCL on production of proof of remittances made and subject to the satisfaction of Engineer-in-Charge that the said contribution done is only for the workers employed on this work. APPDCL will not reimburse any excess payment made by the contractor for EPF due to misinterpretation of law or any other reason.

24. CONTRACTOR'S RISK AND INSURANCE

Clause 50 of the PS to APSS will be effective subject to the following modifications

The words 'work executed', occurring in line-1 of the above clause will also include 'work under execution'.

25. DELAYS IN COMMENCEMENT TO PROGRESS OR NEGLECT OF WORK AND FOR FEITURE OF EARNEST MONEY, SECURITY DEPOSIT AND WITH HELD AMOUNTS

Clause 60 & 61 of the PS to APSS will remain effective.

26. COVERING OF WORK

The contractor shall give not less than five days' notice in writing to the Executive Engineer of the work which is proposed to be covered up or placed beyond the reach of measurement so that the measurement may be taken before the work is covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the written consent of the Executive Engineer. If any work is covered up or placed beyond reach of measurements without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for materials with which the same was executed.

27. TERMS OF PAYMENTS AND CERTIFICATES

Clause 68 of the PS to APSS states as follows.

Payments and Certificates:

Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Executive Engineer or by the sub-divisional officer. Within 14 days of the date of each certificate, an intermediate payment will be made by the Executive Engineer or the Sub-divisional officer of a sum equal to 92 ½% (96 ½% in the case of contractors who have lodged the standing security deposit of Rs. 50,000/-) of the value of work, as so certified and the balance of 7 ½% (3 ½% in the case of contractors who have the standing security deposit) will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Executive Engineer or the Sub-divisional officer on the completion of the entire works the contractor will receive the final payment of all the moneys due or

Payable to him under or by virtue of the contractor except earnest money Deposit retained as security and a sum equal to 2 ½ per cent of the total value of the work done, provided there is no recovery from or forfeiture by the contractor to be made under clause 60. The amount withheld from the final bill will be retained under "deposits" and paid to the contractor together with the earnest money Deposit retained as Security after a period of six months as all defects shall have been made good according to the true intent and meaning thereof. However, in the case of works like conveyance of Materials, supply of materials, silt clearance where the fixation of observation period is not necessary, the deposit amount could be refunded after the work is completed in accordance with the terms of the agreement.

No certificate of the Executive Engineer or the Sub-Divisional officer shall be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurements to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contractor. The contractor, when applying for a certificate, shall prepare a sufficiently detailed bill, based on the original figures of quantities and rates in the contract- Schedule A- to the satisfaction of the Executive Engineer, to enable the Executive Engineer or the Sub-Divisional Officer to check the claim and issue the certificate. The certificate as to such of the claims mentioned in the application as or allowed by the Executive Engineer or the Sub-Divisional Officer shall be issued within fourteen days of the application. No application for a certificate shall be made within fourteen days of a previous application.

In calculating the amount of each item due to the contractor in every bill submitted for payment under this contract, fractions of below five paise shall be omitted and five paise or over shall be reckoned as ten paise. In calculating the total on each bill amounting to Rs 250 or more under this contract, fractions of less than a half Rupee shall be disregarded and half a rupee and over shall be reckoned as one rupee.

Clause 68 of the PS to APSS applies with the following modifications.

- a) For the 92.5% occurring in line 4 of the above clause read as 95%
- b) For 7.5% occurring in line 6 of the above clause, read as 5%

- c) Description with in brackets deleted.
- d) For "earnest money -----work done" occurring in lines 11 to 12 read as follows:
 "Earnest money deposit & Security deposit retained as security and a sum equalto5% of the total value of work done retained in the bills".
- e) for the words 'six months' occurring in line 15 of the above clause read "twenty-four months"
- f) the words "fourteen days of the date of each certificate" occurring in line 3 & 4 of above clause in PS to APSS read as "30 days from the date of submission of bill by the contractor and where there is no detailed bill, the date of certification of the claim by the concerned Executive Engineer shall be the criteria.

28. RECOVERIES

Recoveries due from contractor shall be made from bills approved for payment every month or at other periods, when the bills are prepared for various items in the following order of priorities and extents:

- i) Penalty in full, if levied.
- ii) Expenditure, if any, incurred by the APPDCL on the contractor's be half on labour or materials in full;
- iii) Charges on account of supplies of materials like cement, steel etc. actually used upon various items of work billed for;
- iv) Hire charges of machinery, if any;
- v) Other recoveries;
- vi) Recovery of advance and secured payments or payments for preliminary works in full or installment due, if the same may have been allowed.

Outstanding recoveries, if any, shall be made from the succeeding bills with the provision that the outstanding payment for any item shall for purpose of recovery, be added to the same item for recovery in the aforesaid succeeding bills.

29. ARBITRATION

All or any disputes or differences arising out of or touching the order based on this specification shall be decided by a panel of arbitrators as detailed below and as per arbitration act No.1 of 1990 to the Arbitration Act 1940 amended vide G.O.No.7dt.19-05-1990.

Value of claim	Panel of Arbitrators
Disputes involving amounts up to Rs.10,000/-and below.	Superintending Engineer of the APPDCL other than the circle to which the disputes relate.
Disputes involving amount from Rs.10,000/- to Rs.50,000/-	Any Chief Engineer of the APPDCL other than concerned Chief Engineer.

There shall not be any reference of disputes, the value of which is above Rs. 50,000/- to arbitration. The parties shall approach the competent Civil Courts having jurisdiction, if any such disputes shall arise.

30. MATERIALS TO BE FURNISHED BY THE CONTRACTOR

The contractor will be required to procure all the materials necessary for completion of the work. The contractor will be required to handle all these materials. The cost of the materials should include the cost of handling and hauling.

31. ASSISTANCEIN PROCUREMENT OF PRIORITIES, PERMITS, LICENCES OR OTHER FACILITIESETC.

The **Superintending Engineer/Civil/SDSTPS/Nelatur(V)/ Muthukur(M) / SPSR Nellore District** on request by the contractor, will, if in his opinion the request is reasonable and is in the interest of the work and its progress, assist the contractor in procurement of necessary licenses for obtaining necessary plant, machinery or materials not available locally.

TENDERER

The Department will also assist the contractor in securing priorities for deliveries, transport etc. where such are needed. The APPDCL will not however be responsible for the non-availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against APPDCL.

32. EPF and ESI:

The tenderer must possess in dependent EPF code number. The contractor shall be responsible for payment of all the contributions towards EPF for the workers and staff engaged by the contractor for the work as per the rules applicable. The bills of the contractor for the work executed will be passed by APPDCL only after receipt of the copies of documentary evidence of provident fund remittances made by the contractor against the work under the independent EPF Code number held by him.

The contractor shall also be responsible for payment of all the contributions/remittances towards ESI whichever is applicable, in respect of the workers and staff engaged by the contractor for the work as per the rules applicable. The bills of the contractor for the work executed will be passed by APPDCL only after receipt of the copies of documentary evidence of contributions/remittances towards ESI made by the contractor in respect of the workers and staff engaged by the contractor for the work.

Note: In case of contradiction between the clauses included in this specification and the clauses of PS to APSS the former will prevail over the latter and is binding on the tenderer.

SECTION - II**SITE CONDITIONS****1. LOCATION & GENERAL DESCRIPTION**

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 (APPDCL)
Project Title	:	Sri Damodaram Sanjeevaiah Thermal Power Station (SDSTPS)
Location Map	:	As shown below



Nearest Railway Station	:	Venkatachalam Railway Station (23M from site)
Name of Railway	:	Southern Railway
Nearest Airport	:	Chennai (170KM from site)
Altitude	:	(+) 2.1 to 3.0m 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) Annual Average : 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. APPROACH ROADS

The access roads to project site are to be inspected by the tenderer while visiting the project before submitting his offer. The contractor shall, at his own cost construct and maintain any additional approach roads or access roads on the site and dump areas as he may deem necessary and as approved by the Executive Engineer in charge and shall allow the free use of the same by the Corporation.

4. STORAGE AND HANDLING FACILITIES

The land required for storage of contractor's materials, plant and equipment as assessed by the Executive Engineer will be allotted 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.

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.

TENDERER

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 the maintenance, the contractor shall keep the worksite and storage area as used by him free from accumulations of waste materials or rubbish and 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 stage (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 here in above shall be available on the terms and conditions specified or as may be in force from time to time subject to availability. The APPDCL will attempt to maintain these services un-interrupted but no claim or compensation shall be made against APPDCL for any break downs, interruptions, stoppage, reductions, accident 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.

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 the 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.

SECTION- III**RULES FOR PROVISION OF HEALTH AND 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 Clause 37, 38, 39 & 51 of PS to the APSS and he is requested to provide at his own expense 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 purpose shall be provided for the workers on a scale of not less than 15 liters 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 m 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 trap door which shall be dust and water proof.

3. WASHING AND 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 AND URINALS

Latrines and urinals shall be provided within the premises of work site & residential area separately in an accessible place on the following scale or on the scales so directed by the Executive Engineer 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 a year.

The excreta from the latrines shall be disposed of 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 use of workers.

6. 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 at about 2mx1.5m 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 12m on each side.

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

GENERAL

The word 'Special Conditions' shall be understood to cover all elements **effective in determining unit prices such as availability of materials**, price of materials, quantity and quality of available labour and their cost, or every other factor whatsoever, of major or secondary importance which has to be accounted for in quoting prices.

For the work covered by the Technical Specifications (Section IV) the bidder shall quote his lump sum firm price for individual items for the entire scope of works covered in this specification in Schedule-A in words and figures.

Said quoted value shall bind on the bidders and shall include any expense what so ever in connection with the delivery of materials at field site, the use of tools and equipment, cost of technical staff and labour and every other charge connected with and incidental to the complete and through execution of work.

The bidder shall make at his own risk and cost, before submitting his tender, all surveys he might consider necessary and he may carry out any market surveyor technical enquiry he might require to check either the suitability of available materials or the site conditions, soil conditions etc. Permission to visit site will be granted to those bidders who have purchased the tender documents.

The contractor shall note that the scope of work and the quantity of individual items of work may vary to any extent (on the plus or minus side) as necessary during execution. The contractor shall be bound to execute all the works including above variation in quantity of individual items and extra items or additional items of work shall be executed by him as per the relevant clauses of the contract. In awarding the work against the subject specification to the contractor, APPDCL reserves the right to take out of the scope of the contract part of the work. The contractors shall have no claim for loss of profit sustained because some portions of the original contract have been allocated elsewhere nor will this be reason for the contractors to increase/decrease the percentage for the remaining portion of the contract which he shall fulfill in accordance with the contract.

The preliminary estimated quantities given in the **Schedule 'A'** are not to be taken as binding figures and they may vary to any extent. These quantities have been provided only for the purpose of providing a comparison of various proposals and to give bidder approximate information as to the amount of work to be performed. The total value of work actually carried out shall be measured and paid for.

The bidder shall submit with his tender the list of plant, equipment and personnel he will be employing for this to complete the work well with in the scheduled completion time. The bidder shall also submit a detailed 'working schedule' showing the sequence of every separate job to the date of its scheduled completion. The bidder should submit a bar chart showing estimated employment of labour, skilled and unskilled and a detailed list of Engineers and other qualified staff the contractors will employ for the proper performance of work.

The contractors shall submit general plan showing the following details for the approval of the APPDCL.

Labour quarters including sanitary services etc.

Contractor's field office.

Store for contractor's materials.

Garage and parking place for his truck sand machines.

Places at which he needs bulk supply of electric power (1 point and quantity required)

System of movement of machines, trucks, Cars, labours inside the field as well as to go in and out of the construction sites.

Any other details and data necessary to give a general idea of his own arrangement and organization in the field.

Technical Specifications

Technical specifications for major items are described in **Section VI** of this document. For those items which may not be covered under Section VI, the contractors shall follow the relevant Indian Standard Specifications (latest edition) with the approval of the Engineer-in-charge.

Special Notes

The contractor shall be responsible for any delay and damage except due to force major reasons which are generally beyond their control and for this full justification elaborating such circumstances shall be furnished by them.

The contractor shall be under no liability what so ever for damage or destruction to the work or temporary work or materials and equipment or to property or like which is due to acts of God, earthquake, lightening, gale, typhoon, storm, hurricane, or act of any Government or Strikes or Lockouts or converted action of workmen or civil War (Whether declared or not) or sabotage explosion, Civil commotion, Police action, revolution, epidemics etc., destructive artesian conditions, nuclear fusion, or Radioactive is turbances etc., which they have no control and directly or indirectly affecting the operation of the contract.

The contractor has to provide insulation for all electrical cables if found necessary.

The contractor shall quote **percentage less/excess on ECV value** in the tender schedules.

The ECV value includes cost of all materials, labour, tools & plant, leads & lifts, seigniorage, cess, etc., as applicable complete for finished item of work, but excluding the cost of cement and reinforcement steel which will be supplied by the department at free of cost.

The seigniorage & cess etc., will be recovered from the bills of the contract and will be remitted to the concerned department.

The ECV value quoted for subject work shall be **excluding EPF, ESI & GST which will be reimbursed by APPDCL** up to a maximum of Rs. **5,70,375.00 (Rupees Five lakh seventy thousand three hundred and seventy-five only) towards EPF & ESI and Rs. 22,08,668.00 (Rupees Twenty-two lakh eight thousand six hundred and sixty-eight only) towards GST** on production of proof of actual remittances made and subject to the satisfaction of Engineer-in-charge that the said contribution done is only for the workers employed on this work irrespective of the Scheme opted by the tenderer. APPDCL will not reimburse any excess payment made by the contractor for EPF & ESI due to misinterpretation of law or any other reason.

2.0 **Issue of Materials:**

The cost of materials if any supplied by APPDCL for execution of works within main plant boundary walls shall be secured by an indemnity bond in the prescribed proforma by the contractor. The indemnity bond shall cover the total value of materials issued by APPDCL to the contractor. In case of the works executed outside the main plant boundary, the materials shall be secured by the Contractor by submission of the bank guarantee from a Nationalized/Scheduled bank for the amount equivalent to the value of materials supplied. Materials will be issued only on furnishing Bank Guarantee.

- 3.0** Tenders quoted abnormally less, i.e., more than 25%, a B.G obtained in favour of **the Chief General Manager/APPDCL** on any Nationalized bank payable at Vijayawada for the difference between the tendered amount and 75% of the estimate value shall be furnished by the contractor invariably as additional security deposit before issue of LOI. The period of validity of B.G shall be for a minimum period of 24 months and acclim period of 6months thereafter. This B.G. shall not bear any interest. On successful completion of the work, the B.G. will be returned to the contractor. The period of validity shall be extended by the contractor from time to time till the work is completed satisfactorily. In case of contractors failing to complete the work at agreement rates, the B.G. furnished will be forfeited by the APPDCL.

TENDERER

SECTION-V**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 Corporation Limited (A subsidiary company of Andhra Pradesh Power Development Company Limited) 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 thereof and the formal agreement, if any, executed between Andhra Pradesh Power Development Company 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 there of or of the contract.

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

2.0 CONTRACTOR TO INFORM HIM SELF 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 company in writing in triplicate, in order that such doubts may be removed. The company 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.

TENDERER

3.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

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

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

If on check, there found to be differences, **in the quoted 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 APPDCL does not bind itself to accept the lowest or any tender. The APPDCL 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 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.

4.0 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 what so ever without the special written permission of The Chief General Manager, APPDCL. The contractor can sublet only up to a maximum of 50% of contract with the prior approval of the Chief General Manager, APPDCL. Any breach of this condition shall entitle the corporation to rescind the contract and also render the contractor liable for payment to the company 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.

5.0 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 an electrical appliance 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) Not disturb any electrical cable used by the other contractor without prior permission.

- c) Not impose weight of any description 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.

6.0 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.

7.0 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.

8.0 URGENTWORKS

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 setoff against any sum payable to him.

SECTION – VI

TECHNICAL SPECIFICATIONS

1.0 GENERAL

- 1) This specification is to cover the work of **"APPDCL-SDSTPS-(3x800MW)–Seawater intake and out fall system–Consultancy studies for field monitoring of shore line changes and intake basin for SWIO system for a period of 2 years from the date of commencement of work.**
- 2) The Contractor shall inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, materials and their rates, local working conditions, weather, flood levels, subsoil conditions, natural drain age, etc., The contractor shall organize his own arrangements to transport his equipment, men and materials so as to match the field monitoring schedules. Ignorance of the site conditions shall not be accepted by the APPDCL as basis for any claim for compensation or extension of time. The submission of a bid by the CONTRACTOR will be construed as evidence that such an examination was made and any later claims /disputes in this regard to rates/lump sum quoted shall not be entertained or considered by the APPDCL.
- 3) The Contractor shall provide a quality assurance system applicable to the entire scope of work including field quality plans. A quality assurance system shall be developed and instituted to demonstrate compliance with the requirements of the Contract. However, compliance with the quality assurance system shall not relieve the Contractor of his duties, obligations or responsibilities under the Contract. Details of all procedures and compliance documents shall be submitted to APPDCL for perusal/approval/information. APPDCL shall be entitled to review any aspect of the system and may require corrective action to be taken by the Contractor to comply with this clause.
- 4) The contractor shall not, without the consent in writing of APPDCL sublet this work or any substantial part thereof other than raw materials or minor items, provided that any such consent shall not relieve you from any obligation and duty and responsibility under the contract. Any subletting done without the consent of APPDCL in writing shall be deemed to be breach of contract. Prior approval of the Purchaser has to be taken before subcontracting major Work.
- 5) The contractor shall have the latest & highly sophisticated equipment such as DGPS which supports all satellite systems today and in future, GNSS receiver, Portable dual frequency echo sounder, Water sampler etc., and other equipment if any, which are necessary to carry out the studies effectively and accurately.
- 6) The SWIO system is required to provide makeup water for the power plant at the rate of about 21,000 m³/hr and reject water at the rate of 15,000 m³/hr through a multiport diffuser.

2.0 OBJECTIVES:

The objectives of the study are to establish Shoreline changes, Beach profile, siltation levels (in channel, in between training walls, covering adjoining stretch of the coast South and North of the training walls) and water quality (in channel, in between the training walls) in terms of Total suspended solids.

3.0 SCOPEOFWORK:

The detailed scope of work & methodology under this specification in detail are given hereinafter.

A) Shore line Monitoring Programme

The shoreline shall be traced for a stretch of 2 km on either side of the training walls. A typical beach profile shall be monitored to understand the cross shore variation. The filed measurements campaign should be carried out monthly for one annual year. These monthly shorelines shall be superimposed to understand the net change in the pattern of the shoreline on the south and North side of the Groynes /Training walls.

B) Assessment of the siltation patterns and levels in the intake basin (in between the training walls) for every year covering all seasons

Periodical (three seasonal) field monitoring of the bed levels shall be carried out along with the analysis of the bathymetry data for extracting regions of siltation and erosion. The monitoring scheme should focus on extraction on seasonal changes and volumes in

sediment budget. This will provide an idea of seasonal siltation levels and its correlations to the current and wave conditions. This will also be carried in the mouth area upto (-) 3m C.D or 200m length from the round head of the training wall/ Groyne to assess the siltation in the mouth area.

C) Assessment of sediment level sand sediment load in the intake basin, intake channel and de silting basin

Along with the bathymetry, sediment concentration and sediment source analysis in the water column shall be carried out. These studies will involve measurements of currents, sediment load and some numerical simulations. The wave and tide induced contributions of siltation also will be brought out in this study. The location of intake basin, intake channel and desilting basin where the sediment levels/loads shall be monitored.

D) Methodology

i) Monthly Field monitoring of shoreline changes will be done for every year on monthly basis for the stretch of 2 km on both the sides of North and South Groynes for the three seasons i.e. pre-monsoon, post monsoon and non-monsoon. The assessment of siltation pattern, sediment load, sediment patterns and levels in intake basin, intake channel, desilting basin and at -3m depth w.r.t C.D or 200m distance from round head of Groynes shall be carried out for all the three seasons by numerical simulations.

ii) Hydrographic surveys shall be carried out during 3 (three) seasons to ascertain the siltation in the basin and at the mouth. The siltation quantities shall be calculated and shall advise if dredging/desilting of this silted material needs to be undertaken. APPDCL can take a decision based on the advice and proceed with the de-siltation/dredging based on the quantity specified in the report, as per the requirement. This will help in reviewing the overall performance of this intake system w.r.t pattern of siltation, requirement of dredging, sediment concentration/ loads, shoreline changes on either side.

The scope includes submission of reports for a period of two years as follows:

The reports for each season shall be submitted separately before submission of final report for every year ending. The seasonal reports and final annual report shall be submitted within one month after completion of field data collection for every year for a period of two years. Five copies of seasonal reports for each season, five copies of draft final reports and ten copies of final reports are to be furnished every year. The soft copies of all reports including all drawings in the form of CD media shall be furnished along with hard copies of above reports.

However, the CONTRACTOR's offer shall cover the complete requirements as per the best prevailing practices and to the complete satisfaction of the APPDCL.

4.0 Payment terms: The payment shall be made only after submission of monthly/seasonal reports to APPDCL. The annual report shall be submitted to APPDCL before claiming the bill of monthly report for next year.

5.0 Statutory Requirement:

CONTRACTOR shall comply with all the applicable statutory rules pertaining to Factory act, Fire safety rule of Tariff Advisory Committee, Water act for Pollution control, Explosives act etc. Provisions of Safety, health and welfare according to Factories act shall also be complied with. Statutory clearances and norms of State Pollution Control Board shall be followed. APPDCL will assist in obtaining the necessary clearances from other departments.

6.0 Survey data

The Contractor shall make his own survey of the site, layout and establish baselines, bench marks and grades for all work areas. It is the responsibility of the CONTRACTOR to verify the various features on his own before submission of bid.

While uploading your bids / tender documents, you may please contact Ph.No. 0866-2526969, 6979, 6980 for technical problems /difficulties faced, if any.

SCHEDULE- B

Issue Rate of material:

No materials will be issued by the department

ANNEXURE-I
Guide-lines for submission of Bank Guarantee

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

1. Bank guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the bank guarantee shall be as per our proforma.
4. The bank guarantee should be executed by a nationalized/scheduled Bank.
5. The executor of bank guarantee (Bank Authority) should mention the power of attorney no. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of power of attorney.
6. All conditions, corrections, deletion in the bank guarantee should be authenticated by signature of bank officials signing the bank guarantee.
7. Each page of bank guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.
9. Bank guarantee check list.

S.No	Checklist	YES	NO
1. a.	Is the BG executed on non-judicial stamp paper of appropriate value?		
b.	Is the date of sale of non-judicial stamps paper is not more than six more than six months prior to date of execution of BG?		
2.	Whether the BG has been issued by a scheduled Bank or Bank acceptable to APPDCL (applicability of the bank should be in line with the provision of tender documents).		
3.	Is the foreign bank guarantee, confirmed by a Nationalized/ scheduled bank in India (as applicable)?		
4.	Does the content of BG compare with standard APPDCL Proforma?		
5.	Is the amount and validity of BG in line with tender enquiry/purchase orders provision?		
6. a.	Are the factual details such as Tender Enquiry No., Bid specifications No., PO value etc. are correct?		
b.	Whether overwriting /cutting, if any, on the BG authenticated under the signature and seal of Executing Officer of the Bank?		
7. a.	Has the executing officer of the bank indicated his name, designation and power of attorney No. / Signing Power No. etc. on BG?		
b.	Is each page of BG duly signed/initialized by the executing officer and last page is signed with full particulars as required in the APPDCL's standard proforma of BG and under the seal of the Bank?		
c.	Is BG No. and Date mentioned on all the pages of BG?		
d.	Does the last page of BG carry the signature of two witnesses alongside the signature of the executing officer?		

ANNEXURE-II
BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

(This Deed of Bank Guarantee has to be executed on a Non-Judicial stamped paper worth Rs.100/-)

Bank Guarantee No:

Date:

Valid Up to:

Claim Period up to:

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 registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gundala, 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 honored 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:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to Dt._____
- c) 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:

ANNEXURE -III
BANK GUARANTEE PROFORMA FOR PERMANENT EARNEST MONEY DEPOSIT
(PEMD) HOLDERS

(This Deed of Bank Guarantee has to be executed on a Non-Judicial stamped paper worth Rs.100/-)

Bank Guarantee No:

Date:

Valid Up to:

Claim Period up to:

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 registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004, Andhra Pradesh has afforded a facility to Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) who submit tender(s)/bid(s)/offer(s) in response to the Tender notice(s) of the Andhra Pradesh Power Development Company Limited calling for Tenders for supply of materials or rendering of services or execution of works permitting Tenderer(s)/Contractor(s)/Vendor(s) and Supplier(s) who furnish a Permanent Earnest Money Deposit(PEMD) of Rs._____ (Rupees _____ only)in the shape of Bank Guarantee in lieu of Cheque/Demand Draft to have their tenders considered without separate payment of earnest monies with each tender, wherever the EMD is not more than Rs. 5.00 lakhs (Rupees Five Lakhs only) in a single case/Tender.

Whereas (Name and address of the Tenderer/Vendor /Contractor/ Supplier)..... has offered the guarantee of this Bank (indicate the name and address of the Bank), towards the Fixed/Permanent Earnest Money Deposit and the APPDCL has agreed to accept the same.

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, ___(indicate the name of the Bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from APPDCL. Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____/ - (Rupees _____ only).

We ___(indicate the name of the Bank)undertake to pay unconditionally to the APPDCL any money so demanded notwithstanding any dispute(s) raised by the Tenderer/Vendor /Contractor / Supplier in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present is being 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 liability for payment there under and Tenderer/Vendor /Contractor / Supplier 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 effect till the award of tender to the successful bidder. Validity of BG shall be for a period of 3 years from the date of submission with a further claim period of 6 months. BG is to be valid till _____.

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

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 _____ Bank accept that

4. This Bank Guarantee is unconditional and absolute

5. Claim against this Bank Guarantee shall be honored without any delay or demur; and

6. This Bank guarantee covers all the losses, claims, damages and costs suffered by the APPDCL against the Tender.

Notwithstanding anything to the contrary contained hereinabove:

d) The liability of the Bank under this Guarantee shall not exceed Rs. _____ / - (Rupees _____ only)

e) This Guarantee shall be valid up to Dt. _____

f) Unless the Bank is served a written claim or demand on or before Dt. _____ 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:

ANNEXURE -IVPROFORMA FOR AGREEMENT FOR PERMANENT EARNEST MONEY DEPOSIT

This agreement has to be executed on a Non-Judicial stamped Paper worth Rs.100/-

Whereas the Andhra Pradesh Power Development Company Ltd., hereinafter called "THE COMPANY" has afforded a facility to persons submitted tenders in response to notices of the Company calling for tenders for supply of materials or rendering of services, permitting tenders who furnish a Permanent Earnest Money Deposit of Rs.5,00,000/- in the shape of Bank Guarantee in lieu of cash to have their tenders considered without separate payment of Earnest Monies with each tender.

Whereas we M/s..... hereinafter called the tenderer, intent to avail the said facility and do hereby furnish the fixed Earnest Money Deposit of Rs.5,00,000/- in the shape of Bank Guarantees of the Bank.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 1) The Bank Guarantee furnished herewith shall in the first instance be valid for years.
- 2) So long as the Bank Guarantee is in force all tenders submitted by the tenderer in response to notices of the Company inviting tenders shall be considered by the Company without payment or Earnest Money for each tender.
- 3) If there is any default on the part of the tenderer, in respect of the tender or the contract resulting there from the Company shall have the unilateral right to call upon the Bank to forthwith pay to the Company a sum equivalent to the loss sustained by the Company by reason of such default.
- 4) Where any such amounts have been claimed from and paid by Bank the Company shall not be bound to consider any tender of that tenderer submitted thereafter unless the Bank guarantee has been restored to the level of Rs.5,00,000/-. However, in special cases the Company may consider any tender before the guarantee is restored to the full amount of Rs.2,50,000/-. If a separate Earnest Money Deposit is given for the short fall and the tenderer undertakes in writing to make good the short fall in Bank Guarantee within two months of the opening the tender.

Dated the..... 20 for.....

Signature of Tenderer

Name :

Designation :

Address :

ANNEXURE -V**FORM OF INSURANCE SURETY BOND FOR BID SECURITY (EMD)**

Insurance Surety Bond No.

Date:

To: (Name and address)

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).

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.

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). 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.

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.

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.

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.

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. 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.

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.

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.

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.

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).

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)].

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.

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)

ANNEXURE -VI**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)

ANNEXURE-VII
Consent for e-payment

We are hereby submitting our Bank Account details for arranging payment against the subject enquiry, through "**Automated payment system through 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 are as follows:**

<i>Sl.No</i>	<i>Description</i>	<i>Details</i>
1	Name of the Work	
2	Tender 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**

SCHEDULE - I
Schedule of General Particulars

1	Name of the Bidder	
2	Address of the Bidder	
3	Telegraphic/Telex address of the Bidder	
4	Bidder's proposal Number and date	
5	Bid Validity Period (not less than 180 days)	Yes
6	All Schedules filled in	Yes
7	All deviations brought out in the schedule of deviations i.e., Schedule - VII	
8	Details of corporate existence of the company such as articles of association, partnership deed etc.,	
9	Particulars of registration with Government, Quasi-Government or Public Undertaking	
10	Name of Bidder's Officer to whom reference may be made for expeditious coordination	
11	Residence and office telephone No.	
12	Telex/Fax No.	
13	Whether the terms of payment as stipulated in bid documents is acceptable.	
	Note: Bidder should furnish complete company profile with the name of the Directors along with their office and residence telephone numbers.	

SCHEDULE - II**Details of Works of similar type and magnitude carried out**

Name of the Tenderer:

S. No.	Name of work	Place & Country	Tendered cost	Date of completion

(*) It should be mentioned that whether the work was executed by the Bidder or sublet out to another firm.

Signature:

Name:

Designation:

Company:

Date:

Seal of the Company

SCHEDULE - III

Details of other works tendered for and on hand as on the date of submission of this tender *

Name of the Tenderer:

Sl. No.	Name of work	Place & country	On Hand			Work tendered for			
			Tendered cost	Cost of remaining work	Anticipated date of completion	Estimated cost	Dt. when decision is expected	Stipulated Period of completion	Remarks
1	2	3	4	5	6	7	8	9	10

(* It should be clarified whether the work is being executed by the Bidder or sublet out to another firm.

Signature:

Name:

Designation:

Company:

Date:

Seal of the Company

SCHEDULE - IV

Details of various personnel available with the tenderer at present

Name of the Tenderer:

S. No.	Designation	Name	Qualifications	Professional Experience	Remarks
1	2	3	4	5	6

Signature:

Name :

Designation :

Company :

Date :

Seal of the Company

SCHEDULE-V**Deviations from the Specification**

Bidder's Name and Address:

To,
Andhra Pradesh Power Development Company Ltd

Dear Sirs,

Sub:- _____ against
Tender Specification No. _____ dated _____ - 2023.

We confirm that following are the only deviations and variations from any exception to specifications and tender documents for the above mentioned subject works against Tender Specification No. _____ which are irrespective of what-so-ever has been stated to the contrary anywhere else of our offer. These deviations and variations are exhaustive. Except for these deviations, the entire contract shall be executed as per specifications and tender documents. Further, we agree those additional conditions, if any, found in our offer other than those stated below, save that pertaining to any rebates offered shall not be given effect to.

Sl.No.	Description of deviation	Ref. of page, * clause, conditions of bid documents	Monetary Implications in case of withdrawal	
			Rs. (in figures)	Rs. (in words)

*Note: Here the tenderer should indicate the amount of money, if any, which he would, charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions/deviations and accepting the condition as stipulated in tender documents. (Use additional sheet of the same size and format if necessary).

Date:

Signature: _____

Place:

Name: _____

Designation: _____

(Company Seal _____)

SCHEDULE - VI
DECLARATION

We hereby declare that:

- a. We have not been **black listed/debarred/banned** in any department due to any reasons.
- b. 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 their registration had not been cancelled for a similar default in two consecutive years.
- c. If any information furnished in the bid is proved to be false at a later date or any suppression of information or for any wrong declaration in respect of the above, we agree to get disqualified, get our tender summarily rejected and also get **BLACKLISTED**.
- d. The soft copies uploaded by us are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from cancellation of the Purchase Order, forfeiting the Bid security; criminal action can be initiated including suspension of business and/ or black listing. The soft copies uploaded by us are genuine. Any incorrectness/ deviation noticed can be viewed seriously and apart from cancellation of the Purchase Order, forfeiting the Bid security, criminal action can be initiated including suspension of business and/ or blacklisting.

Name of the Tenderer : _____

Signature of Authorized : _____

Representative : _____

Name : _____

Designation : _____

Date : _____

Seal of the Company

SCHEDULE - VII

CHECK LIST

Documents to be submitted along with the Bid

The bidders are invariably requested to check whether the soft copies/legible scanned copies of the following documents are uploaded in APGENCO e-procurement website with appropriate linking mentioned therein.

(PART-I)**(I) Documents to be submitted along with the PQB:**

S. No.	Description	Linking
1	Copy of Certificate of firm registration	With PQB
2	Copy of certificate of Incorporation /Partnership deed etc.	With PQB
3	Copy of EPF	With PQB
4	Copy of Insurance/ESI	With PQB
5	Copies of PAN and Latest IT returns	With PQB
6	Copy of Goods & Services Tax (GST) registration	With PQB
7	Copy of Solvency certificate	With PQB
8	Copy of EMD/EMD exemption letter	With PQB
9	Copies of Audited Balance sheets for last 3 years	With PQB
10	Copy of Experience Certificates	With PQB
11	Previous work Order Copies	With PQB
12	No blacklist certificate	With PQB
13	Bid Schedules (Schedule - I to VII)	With PQB