

BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) AT CHENNAI

APPLICATION No. 262 OF 2025

In the matter of

1. Kondlapudi Srikanth Reddy,
S/o. Venugopal Reddy,
Gunupadu, Gunupadu Post,
Tirupati District – 524402.
Andhra Pradesh.
Email : rsrikanth373@gmail.com

Ph# : 7702226747 and others. ---

Applicants

-Vs-

1. The Collector & District Magistrate,
Office of the Collector & District Magistrate,
New Collector Office, Padmavathi Nilayam,
B-Block, 611, Tiruchanoor By Pass Road,
Tirupati – 5175503.
Andhra Pradesh.

Email : tirupati@ap.gov.in

Ph#: 08772261001 and others. ---

Respondents

3RD ADDITIONAL TYPESET OF PAPERS FILED BY THE APPLICANT

M/s.R.RAJARAJAN (1704/2003)

K.PRABHAKARAN (891/2017)

P.VISWA THEJA REDDY (326/23)

K.MANIKANDAN (1139/2020)

COUNSEL FOR PETITIONER

PH : 94433 32103

BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) AT CHENNAI

APPLICATION No. 262 OF 2025

In the matter of

1. Kondlapudi Srikanth Reddy,
S/o. Venugopal Reddy,
Gunupadu, Gunupadu Post,
Tirupati District – 524402.
Andhra Pradesh.

Email : rsrikanth373@gmail.com

Ph# : 7702226747 and others. ---

Applicants

-Vs-

1. The Collector & District Magistrate,
Office of the Collector & District Magistrate,
New Collector Office, Padmavathi Nilayam,
B-Block, 611, Tiruchanoor By Pass Road,
Tirupati – 5175503.
Andhra Pradesh.

Email : tirupati@ap.gov.in

Ph#: 08772261001 and others. ---

Respondents

3RD ADDITIONAL TYPESET OF PAPERS FILED BY THE APPLICANT

SI	DATE	DESCRIPTION	PAGE No.
1.	30.09.2024	Annexure – 26 – Consent to Establish for Item No.1	1-5
2.	30.09.2024	Annexure – 27 – Consent to Establish for Item No.2	6-10
3.	30.09.2024	Annexure – 28 – Consent to Establish for Item No.3	11-15
5.	07.10.2024	Annexure – 29 – Red Category Consent to Operate	16-20
6.	21.11.2024	Annexure – 30 – Notification for Tender	21-45
7.	18.12.2024	Annexure – 31 – Work Order	46-48
8.	05.03.2025	Annexure – 32 – Acceptance of Agreement	49-62

//Certify that the aforesaid copies are true copies of original//

Dated at Chennai on this 30th day of March 2026.

COUNSEL FOR PETITIONER.



ANDHRA PRADESH POLLUTION CONTROL BOARD
ZONAL OFFICE :: TIRUPATI
 3rd Floor, PARYAVARAN BHAVAN, N.T.Road, TIRUPATI - 517501.
 e-mail: zotpt-see1@appcb.gov.in



CONSENT TO ESTABLISH

Order No. TPT-112/APPCB/ZO-TPT/CTE/2024-398

Date: 30.09.2024

Sub:	APPCB - ZONAL OFFICE: TIRUPATI - CTE - De-Siltation activity (1.92 Ha), at Palachur Anicut of Swarnamukhi River in Pullur (Village), Pellakuru (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District - Consent to Establish (CTE) Order of the Board under Sec.25 of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 of Air (Prevention & Control of Pollution) Act, 1981- Order- Issued- Reg.
Ref:	<ol style="list-style-type: none"> 1. CTE application received from the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, through APOCMMS at R.O, Tirupati on 16.09.2024 2. The District Mines and Geology officer, Tirupati vide Letter No. 4472/Sand/2019, Dt. 18.09.2024 has paid fee of Rs. 3,44,222/- vide cheque No. 001164, dt. 17.09.2024 towards CTE & CTO fee against the total production quantities i.e., 91,791 cum in all 03 De-Siltation proposals i.e. 91,791 cum (28,782 Cum, 27,309 Cum and 35,700 Cum). 3. Regional Officer, Nellore inspection report dated: 19.09.2024.

- 1) In the reference 1st cited, the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, has submitted an application to the Board seeking Consent To Establish (CTE) to carry out De-Siltation activity (1.92 Ha), at Palachur Anicut of Swarnamukhi River in Pullur (Village), Pellakuru (Mandal), Tirupati District, with following proposed capacity as mentioned below, with a proposed project cost of Rs.15.00 Lakhs (Rupees Fifteen Lakhs only).

Sl.No.	Activity	Extent	Capacity
1	De-Siltation activity at Palachur Anicut of Swarnamukhi River in Pullur (Village), Pellakuru (Mandal), Tirupati District	1.92 Ha	28,782 CUM

- 2) As per the application, the above activity is to be carried out at De-Siltation activity at Palachur Anicut of Swarnamukhi River in Pullur (Village), Pellakuru (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District.

23) The co-ordinates of the De-Siltation proposal location are mentioned below:

S. No.	North Latitudes	East Longitudes
1	13°50'31.00" N	79°43'57.00" E
2	13°50'34.00" N	79°43'58.00" E
3	13°50'28.00" N	79°44'4.00" E
4	13°50'29.00" N	79°44'5.00" E

4) The above site was inspected by the Environmental Engineer, Regional Office, Tirupati on 18.09.2024 and found that it is surrounded by:

North : River Swarnamukhi East : River Swarnamukhi
South : River Swarnamukhi West : River Swarnamukhi

- 5) The Board, after careful scrutiny of the application and verification report of Regional Office, hereby issues CONSENT TO ESTABLISH (CTE) to your De-Siltation project under section 25 of Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of Air (Prevention & Control of Pollution) Act, 1981 and the rules made there under. This order is issued to carryout De-Siltation activity mentioned at para (1) only.
- 6) This consent order issued is from pollution control angle only. Zoning and other regulations are not considered.
- 7) This Consent Order issued is subject to the conditions mentioned in the annexure.
- 8) This order is valid for a period of 1.0 year from the date of issue.


30/09/24
JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.

SCHEDULE - A

1. Progress on implementation of the project shall be reported to the concerned Regional Office: Tirupati once in three months.
2. The proponent shall obtain Consents for Operation from APPCB, as required under sec. 25/26 of the Water (P&C of P) Act, 1974 and under Sec.21 of the Air (P&C of P) Act, 1981 before commencement of the activity.


Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

3. Not with standing anything contained in this conditional letter or consent, the Board hereby reserves its right and power under Sec.27 (2) of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 (4) of Air (Prevention & Control of Pollution) Act, 1981 to review any or all the conditions imposed herein and to make such alternation as deemed fit and stipulate any additional conditions by the Board.
4. The Consent of the Board shall be exhibited in the premises at a conspicuous place for the information of the inspection officers of different departments.
5. The Rules and Regulations notified by Ministry of Law and Justice, Government of India, regarding the Public Liability Insurance At, 1991 shall be followed.
6. If the proponent is aggrieved by this order made by A.P. Pollution Control Board under Sec. 25 of Water (Prevention & Control of Pollution) Act' 1974 and Sec. 21 of Air (Prevention & Control of Pollution) Act' 1981 he may within 30 days from the date on receipt of the order prefer an appeal before concerned Authority.
7. Compensation is to be paid for any environmental damage caused by it, as fixed by the Collector and District Magistrate as civil liability as applicable.

SCHEDULE - B

1. The Water Resources Department shall not carry-out any activity without obtaining Consent To Operate (CTO) from A.P. Pollution Control Board.
2. The Water Resources Department shall comply with the environmental safe guards as proposed in the National Framework for Sediment Management issued by the Ministry of Jal Shakthi.
3. The Water Resources Department shall comply with the order issued by the Hon'ble National Green Tribunal and Hon'ble Supreme Court of India pertaining to de-silting of sand/sediment from water bodies.
4. The Water Resources Department shall comply with the MoEF&CC, Gol, OM.No. F.No:3-70/2020-IA [141127] dt.21.08.2023;12.07.2023 and 08.08.2022.
5. The Water Resources Department shall scrupulously follow the Environment Management Plan (EMP), submitted to the APPCB at the time of Consent To Establish (CTE) application.
6. The source of water is through Borewell/river and the maximum permitted water consumption shall not exceed the following quantities.

Sl. No.	Purpose	Quantity
1	Domestic	0.3 KLD
	Total	0.3 KLD

4

7. The maximum waste water generation (KLD) shall not exceed the following:

S. No.	Wastewater generation	Total (KLD)	Mode of disposal
1.	Domestic	0.1 KLD	Septic tank followed by soak pit
	Total	0.1 KLD	

8. The Water Resources Department shall ensure compliance with the National Ambient Air quality standards notified by MoE&F, Gol vide notification GSR 826, dt:16.11.2009 at the boundary of the premises during construction and regular operational phase of the project.
9. The Water Resources Department shall monitor the AAQ at the nearby habitation, and analysis reports shall be submitted to the Board once a month.
10. The activity shall not exceed the following Ambient Air Quality standards measured at the periphery of activity - SO₂ - 80 µg/m³, NO_x - 80 µg/m³, PM_{2.5} - 60µg/m³, PM₁₀ - 100µg/m³

Noise levels: Day time (6 AM to 10 PM) - 75 dB(A)
Night time (10 PM to 6 AM) - 70 dB(A).

11. The Water Resources Department shall provide dust suppression measures, such as water spraying arrangements on haul roads, loading and unloading areas, and material handling areas, to avoid fugitive dust emissions.
12. The Solid waste/mud generated shall be disposed of safely without causing any fugitive emissions to the surroundings.
13. The Water Resources Department shall take necessary measures to control air pollution generated during excavation and transportation of the material, as committed in the EMP.
14. The Water Resources Department shall ensure that vehicles entering the river do not spill oil or pollute the river.
15. The Water Resources Department shall monitor the river quality around the de-silting area, and analysis reports shall be submitted to the Board once a month.
16. The Water Resources Department shall ensure that the de-silting does not impact aquatic life.
17. Concealing the factual data or submission of false information / fabricated data and failure to comply with any of the conditions mentioned in this order may result in withdrawal of this order and attract action under the provisions of relevant pollution control Acts.

Rajeev Prasad
15/12
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

5
18. The order is issued without prejudice to the rights and contentions of this Board in any court of law.



19. The Board reserves its right to modify the above conditions or stipulate any additional conditions, including revocation of this order in the interest of environmental protection.


30/09/24
JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.


24/3/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.


Annexure - 27

6

	ANDHRA PRADESH POLLUTION CONTROL BOARD ZONAL OFFICE :: TIRUPATI 3 rd Floor, PARYAVARAN BHAVAN, N.T.Road, TIRUPATI - 517501. e-mail: zotpt-see1@appcb.gov.in	
---	--	---

CONSENT TO ESTABLISH

Order No.TPT-111/APPCB/ZO-TPT/CTE/2024-399

Date: 30.09.2024

Sub:	APPCB - ZONAL OFFICE: TIRUPATI - CTE - De-Siltation activity (2.30 Ha) at Upstream of Swarnamukhi Barrage Near Gudali (Village), Kota (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District - Consent to Establish (CTE) Order of the Board under Sec.25 of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 of Air (Prevention & Control of Pollution) Act, 1981- Order- Issued- Reg.
Ref:	<ol style="list-style-type: none">1. CTE application received from the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, through APOCMMS at R.O, Tirupati on 16.09.20242. The District Mines and Geology officer, Tirupati vide Letter No. 4472/Sand/2019, Dt. 18.09.2024 has paid fee of Rs. 3,44,222/- vide cheque No. 001164, dt. 17.09.2024 towards CTE & CTO fee against the total production quantities i.e., 91,791 cum in all 03 De-Siltation proposals i.e. 91,791 cum (28,782 Cum, 27,309 Cum and 35,700 Cum).3. Regional Officer, Nellore inspection report dated: 19.09.2024.

- 1) In the reference 1st cited, the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, has submitted an application to the Board seeking Consent To Establish (CTE) to carry out De-Siltation activity (2.30 Ha) at Upstream of Swarnamukhi Barrage Near Gudali (Village), Kota (Mandal), Tirupati District, with following proposed capacity as mentioned below, with a proposed project cost of Rs.15.00 Lakhs (Rupees Fifteen Lakhs only).

Sl.No.	Activity	Extent	Capacity
1	De-Siltation activity at Upstream of Swarnamukhi Barrage Near Gudali (Village), Kota (Mandal), Tirupati District	2.30 Ha	35,700 CUM

- 2) As per the application, the above activity is to be carried out at De-Siltation activity (2.30 Ha) at Upstream of Swarnamukhi Barrage Near Gudali (Village), Kota (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District.

- 7
- 3) The co-ordinates of the De-Siltation proposal location are mentioned below:

S. No.	North Latitudes	East Longitudes
1	14°0'27.6876" N	80°0'29.4372" E
2	14°0'34.1568" N	80°0'35.1432" E
3	14°0'31.6368" N	80°0'37.2132" E
4	14°0'26.0784" N	80°0'32.0832" E

- 4) The above site was inspected by the Environmental Engineer, Regional Office, Tirupati on 18.09.2024 and found that it is surrounded by:

North : River Swarnamukhi East : River Swarnamukhi
South : River Swarnamukhi West : River Swarnamukhi

- 5) The Board, after careful scrutiny of the application and verification report of Regional Office, hereby issues CONSENT TO ESTABLISH (CTE) to your De-Siltation project under section 25 of Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of Air (Prevention & Control of Pollution) Act, 1981 and the rules made there under. This order is issued to carryout De-Siltation activity mentioned at para (1) only.
- 6) This consent order issued is from pollution control angle only. Zoning and other regulations are not considered.
- 7) This Consent Order issued is subject to the conditions mentioned in the annexure.
- 8) This order is valid for a period of 1.0 year from the date of issue.


20/09/24
JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.

SCHEDULE - A

1. Progress on implementation of the project shall be reported to the concerned Regional Office: Tirupati once in three months.
2. The proponent shall obtain Consents for Operation from APPCB, as required under sec. 25/26 of the Water (P&C of P) Act, 1974 and under Sec.21 of the Air (P&C of P) Act, 1981 before commencement of the activity.

8

3. Not with standing anything contained in this conditional letter or consent, the Board hereby reserves its right and power under Sec.27 (2) of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 (4) of Air (Prevention & Control of Pollution) Act, 1981 to review any or all the conditions imposed herein and to make such alternation as deemed fit and stipulate any additional conditions by the Board.
4. The Consent of the Board shall be exhibited in the premises at a conspicuous place for the information of the inspection officers of different departments.
5. The Rules and Regulations notified by Ministry of Law and Justice, Government of India, regarding the Public Liability Insurance At, 1991 shall be followed.
6. If the proponent is aggrieved by this order made by A.P. Pollution Control Board under Sec. 25 of Water (Prevention & Control of Pollution) Act' 1974 and Sec. 21 of Air (Prevention & Control of Pollution) Act' 1981 he may within 30 days from the date on receipt of the order prefer an appeal before concerned Authority.
7. Compensation is to be paid for any environmental damage caused by it, as fixed by the Collector and District Magistrate as civil liability as applicable.

SCHEDULE - B

1. The Water Resources Department shall not carry-out any activity without obtaining Consent To Operate (CTO) from A.P. Pollution Control Board.
2. The Water Resources Department shall comply with the environmental safe guards as proposed in the National Framework for Sediment Management issued by the Ministry of Jal Shakthi.
3. The Water Resources Department shall comply with the order issued by the Hon'ble National Green Tribunal and Hon'ble Supreme Court of India pertaining to de-silting of sand/sediment from water bodies.
4. The Water Resources Department shall comply with the MoEF&CC, Gol, OM.No. F.No:3-70/2020-IA [141127] dt.21.08.2023;12.07.2023 and 08.08.2022.
5. The Water Resources Department shall scrupulously follow the Environment Management Plan (EMP), submitted to the APPCB at the time of Consent To Establish (CTE) application.
6. The source of water is through Borewell/river and the maximum permitted water consumption shall not exceed the following quantities.


Sl. No.	Purpose	Quantity
1	Domestic	0.3 KLD
	Total	0.3 KLD

- 9
7. The maximum waste water generation (KLD) shall not exceed the following:

S. No.	Wastewater generation	Total (KLD)	Mode of disposal
1.	Domestic	0.1 KLD	Septic tank followed by soak pit
	Total	0.1 KLD	

8. The Water Resources Department shall ensure compliance with the National Ambient Air quality standards notified by MoE&F, GoI vide notification GSR 826, dt:16.11.2009 at the boundary of the premises during construction and regular operational phase of the project.
9. The Water Resources Department shall monitor the AAQ at the nearby habitation, and analysis reports shall be submitted to the Board once a month.
10. The activity shall not exceed the following Ambient Air Quality standards measured at the periphery of activity - SO₂ - 80 µg/m³, NO_x - 80 µg/m³, PM_{2.5} - 60µg/m³, PM₁₀ - 100µg/m³
- Noise levels: Day time (6 AM to 10 PM) - 75 dB(A)
Night time (10 PM to 6 AM) - 70 dB(A).
11. The Water Resources Department shall provide dust suppression measures, such as water spraying arrangements on haul roads, loading and unloading areas, and material handling areas, to avoid fugitive dust emissions.
12. The Solid waste/mud generated shall be disposed of safely without causing any fugitive emissions to the surroundings.
13. The Water Resources Department shall take necessary measures to control air pollution generated during excavation and transportation of the material, as committed in the EMP.
14. The Water Resources Department shall ensure that vehicles entering the river do not spill oil or pollute the river.
15. The Water Resources Department shall monitor the river quality around the de-silting area, and analysis reports shall be submitted to the Board once a month.
16. The Water Resources Department shall ensure that the de-silting does not impact aquatic life.
17. Concealing the factual data or submission of false information / fabricated data and failure to comply with any of the conditions mentioned in this order may result in withdrawal of this order and attract action under the provisions of relevant pollution control Acts.

18. The order is issued without prejudice to the rights and contentions of this Board in any court of law.
19. The Board reserves its right to modify the above conditions or stipulate any additional conditions, including revocation of this order in the interest of environmental protection.




30/09/29
JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.


Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
24/12/28

	<p align="center">ANDHRA PRADESH POLLUTION CONTROL BOARD ZONAL OFFICE :: TIRUPATI 3rd Floor, PARYAVARAN BHAVAN, N.T.Road, TIRUPATI - 517501. e-mail: zotpt-see1@appcb.gov.in</p>	
---	---	---

CONSENT TO ESTABLISHOrder No.TPT-113/APPCCB/ZO-TPT/CTE/2024-397Date: 30.09.2024

Sub:	APPCCB - ZONAL OFFICE: TIRUPATI - CTE - De-Siltation activity (1.821 Ha) at Downstream of Palachur Anicut of Swarnamukhi River in Diguvakalavakur (Village), Pellakuru (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District - Consent to Establish (CTE) Order of the Board under Sec.25 of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 of Air (Prevention & Control of Pollution) Act, 1981- Order- Issued- Reg.
Ref:	<ol style="list-style-type: none"> 1. CTE application received from the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, through APOCMMS at R.O, Tirupati on 14.09.2024 2. The District Mines and Geology officer, Tirupati vide Letter No. 4472/Sand/2019, Dt. 18.09.2024 has paid fee of Rs. 3,44,222/- vide cheque No. 001164, dt. 17.09.2024 towards CTE & CTO fee against the total production quantities i.e., 91,791 cum in all 03 De-Siltation proposals i.e. 91,791 cum (28,782 Cum, 27,309 Cum and 35,700 Cum). 3. Regional Officer, Nellore inspection report dated: 19.09.2024.

- 1) In the reference 1st cited, the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District, has submitted an application to the Board seeking Consent To Establish (CTE) to carry out De-Siltation activity (1.821 Ha) at Downstream of Palachur Anicut of Swarnamukhi River in Diguvakalavakur (Village), Pellakuru (Mandal), Tirupati District, with following proposed capacity as mentioned below, with a proposed project cost of Rs.15.00 Lakhs (Rupees Fifteen Lakhs only).

Sl.No.	Activity	Extent	Capacity
1	De-Siltation activity at Downstream of Palachur Anicut of Swarnamukhi River in Diguvakalavakur (Village), Pellakuru (Mandal), Tirupati District	1.821 Ha	27,309 CUM

- 2) As per the application, the above activity is to be carried out at De-Siltation activity at Downstream of Palachur Anicut of Swarnamukhi River in Diguvakalavakur (Village), Pellakuru (Mandal), Tirupati District, by the Executive Engineer, Water Resources Department, Nellore South Division, Gudur, Tirupati District.

12
3) The co-ordinates of the De-Siltation proposal location are mentioned below:

S. No.	North Latitudes	East Longitudes
1	13°50'15.05888" N	79°45'28.79055" E
2	13°50'13.04376" N	79°45'28.66251" E
3	13°50'15.80683" N	79°45'38.75254" E
4	13°50'17.74264" N	79°45'38.47925" E

4) The above site was inspected by the Environmental Engineer, Regional Office, Tirupati on 18.09.2024 and found that it is surrounded by:

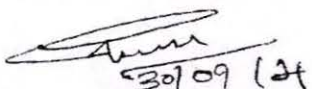
North : River Swarnamukhi East : River Swarnamukhi
South : River Swarnamukhi West : River Swarnamukhi

5) The Board, after careful scrutiny of the application and verification report of Regional Office, hereby issues CONSENT TO ESTABLISH (CTE) to your De-Siltation project under section 25 of Water (Prevention & Control of Pollution) Act, 1974 and under Section 21 of Air (Prevention & Control of Pollution) Act, 1981 and the rules made there under. This order is issued to carryout De-Siltation activity mentioned at para (1) only.

6) This consent order issued is from pollution control angle only. Zoning and other regulations are not considered.

7) This Consent Order issued is subject to the conditions mentioned in the annexure.

8) This order is valid for a period of 1.0 year from the date of issue.


30/09/24
JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.

SCHEDULE - A

1. Progress on implementation of the project shall be reported to the concerned Regional Office: Tirupati once in three months.
2. The proponent shall obtain Consents for Operation from APPCB, as required under sec. 25/26 of the Water (P&C of P) Act, 1974 and under Sec.21 of the Air (P&C of P) Act, 1981 before commencement of the activity.

3. Not with standing anything contained in this conditional letter or consent, the Board hereby reserves its right and power under Sec.27 (2) of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 (4) of Air (Prevention & Control of Pollution) Act, 1981 to review any or all the conditions imposed herein and to make such alternation as deemed fit and stipulate any additional conditions by the Board.
4. The Consent of the Board shall be exhibited in the premises at a conspicuous place for the information of the inspection officers of different departments.
5. The Rules and Regulations notified by Ministry of Law and Justice, Government of India, regarding the Public Liability Insurance At, 1991 shall be followed.
6. If the proponent is aggrieved by this order made by A.P. Pollution Control Board under Sec. 25 of Water (Prevention & Control of Pollution) Act' 1974 and Sec. 21 of Air (Prevention & Control of Pollution) Act' 1981 he may within 30 days from the date on receipt of the order prefer an appeal before concerned Authority.
7. Compensation is to be paid for any environmental damage caused by it, as fixed by the Collector and District Magistrate as civil liability as applicable.

SCHEDULE - B

1. The Water Resources Department shall not carry-out any activity without obtaining Consent To Operate (CTO) from A.P. Pollution Control Board.
2. The Water Resources Department shall comply with the environmental safe guards as proposed in the National Framework for Sediment Management issued by the Ministry of Jal Shakthi.
3. The Water Resources Department shall comply with the order issued by the Hon'ble National Green Tribunal and Hon'ble Supreme Court of India pertaining to de-silting of sand/sediment from water bodies.
4. The Water Resources Department shall comply with the MoEF&CC, Gol, OM.No. F.No:3-70/2020-IA [141127] dt.21.08.2023;12.07.2023 and 08.08.2022.
5. The Water Resources Department shall scrupulously follow the Environment Management Plan (EMP), submitted to the APPCB at the time of Consent To Establish (CTE) application.
6. The source of water is through Borewell/river and the maximum permitted water consumption shall not exceed the following quantities.

Sl. No.	Purpose	Quantity
1	Domestic	0.3 KLD
	Total	0.3 KLD

14

7. The maximum waste water generation (KLD) shall not exceed the following:

S. No.	Wastewater generation	Total (KLD)	Mode of disposal
1.	Domestic	0.1 KLD	Septic tank followed by soak pit
	Total	0.1 KLD	

8. The Water Resources Department shall ensure compliance with the National Ambient Air quality standards notified by MoE&F, Gol vide notification GSR 826, dt:16.11.2009 at the boundary of the premises during construction and regular operational phase of the project.
9. The Water Resources Department shall monitor the AAQ at the nearby habitation, and analysis reports shall be submitted to the Board once a month.
10. The activity shall not exceed the following Ambient Air Quality standards measured at the periphery of activity - SO_2 - $80 \mu g/m^3$, NO_x - $80 \mu g/m^3$, $PM_{2.5}$ - $60 \mu g/m^3$, PM_{10} - $100 \mu g/m^3$
- Noise levels: Day time (6 AM to 10 PM) - 75 dB(A)
Night time (10 PM to 6 AM) - 70 dB(A).
11. The Water Resources Department shall provide dust suppression measures, such as water spraying arrangements on haul roads, loading and unloading areas, and material handling areas, to avoid fugitive dust emissions.
12. The Solid waste/mud generated shall be disposed of safely without causing any fugitive emissions to the surroundings.
13. The Water Resources Department shall take necessary measures to control air pollution generated during excavation and transportation of the material, as committed in the EMP.
14. The Water Resources Department shall ensure that vehicles entering the river do not spill oil or pollute the river.
15. The Water Resources Department shall monitor the river quality around the de-silting area, and analysis reports shall be submitted to the Board once a month.
16. The Water Resources Department shall ensure that the de-silting does not impact aquatic life.
17. Concealing the factual data or submission of false information / fabricated data and failure to comply with any of the conditions mentioned in this order may result in withdrawal of this order and attract action under the provisions of relevant pollution control Acts.

18. The order is issued without prejudice to the rights and contentions of this Board in any court of law.

19. The Board reserves its right to modify the above conditions or stipulate any additional conditions, including revocation of this order in the interest of environmental protection.

[Handwritten signature]
20/09/14

[Handwritten mark] JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to

- 1) The Environmental Engineer, Zonal Office, Tirupati for record purpose.
- 2) The Environmental Engineer, Regional Office, Tirupati for information and to ensure compliance.

[Handwritten signature]
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

[Handwritten initials]
24/12/14



ANDHRA PRADESH POLLUTION CONTROL BOARD
ZONAL OFFICE :: TIRUPATI
 3rd Floor, PARYAVARAN BHAVAN, N.T. Road, TIRUPATI - 517502.
 e-mail: zotpt-see1@appcb.gov.in



RED CATEGORY

CONSENT TO OPERATE

Consent Order No: TPT-111/APP/PCB/ZO-TPT/CTO/2024-403

Date: 07.10.2024

CONSENT is hereby granted for Operation under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of Air (Prevention & Control of Pollution) Act 1981 and amendments thereof and the rules and orders made there under (hereinafter referred to as 'the Acts', 'the Rules') to:

**Executive Engineer,
 Water Resources Department,
 Nellore South Division,
 Gudur, Tirupati District.**

Project Location:

**De-Siltation activity (2.30 Ha) at
 Upstream of Swarnamukhi Barrage,
 Near Gudali (Village),
 Kota (Mandal),
 Tirupati District**

(Hereinafter referred to as 'the Applicant') authorizing to operate the De-Siltation project to discharge the effluents from the outlets and the quantity of emissions per hour from the chimneys as detailed below:

i) Outlets for discharge of effluents:

Outlet No.	Outlet Description	Max Daily Discharge	Point of Disposal
1	Domestic	0.1 Kilo Liters/Day	Septic tank followed by soak pit.

ii) Emissions from chimneys:

Chimney No.	Description of Chimney	Quantity of Emissions at peak flow (m ³ /hr)

This consent order is valid for De-Siltation project of the following minerals with quantities and extent indicated below:

S. No.	Name of the Mineral	Extent	Capacity
1.	De-Siltation activity at upstream of Swarnamukhi Barrage near Gudali (V), Kota (M), Tirupati District, Andhra Pradesh	2.30 Ha	35,700 Cum

17

The co-ordinates of the De-Siltation project location are mentioned below:

S. No.	North Latitudes	East Longitudes
1	14°0'27.6876" N	80°0'29.4372" E
2	14°0'34.1568" N	80°0'35.1432" E
3	14°0'31.6368" N	80°0'37.2132" E
4	14°0'26.0784" N	80°0'32.0832" E

This order is subject to the provisions of 'the Acts' and the Rules' and orders made there under and further subject to the terms and conditions incorporated in the schedule A & B enclosed to this order.

This Consent Order shall be valid for a period ending with the 31.08.2025.


02/10/24
JOINT CHIEF ENVIRONMENTAL ENGINEER (I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to:

1. The Environmental Engineer, Zonal Office: Tirupati for record purpose.
2. The Environmental Engineer, Regional Office: Tirupati for information and to ensure compliance.

SCHEDULE - A

1. Progress on implementation of the project shall be reported to the concerned Regional Office, A.P. Pollution Control Board.
2. The proponent shall carry out De-Siltation project with valid Consent, as required under sec. 25/26 of the Water (P&C of P) Act, 1974 and under sec.21/22 of the Air (P&C of P) Act, 1981.
3. Not with standing anything contained in this conditional letter or consent, the Board hereby reserves its right and power under Sec.27 (2) of Water (Prevention & Control of Pollution) Act, 1974 and under Sec.21 (4) of Air (Prevention & Control of Pollution) Act, 1981 to review any or all the conditions imposed herein and to make such alternation as deemed fit and stipulate any additional conditions by the Board.
4. The Consent of the Board shall be exhibited in the project premises at a conspicuous place for the information of the inspection officers of different departments.


Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

- 18
5. Compensation is to be paid for any environmental damage caused by it, as fixed by the Collector and District Magistrate as civil liability as applicable.
 6. The Rules and Regulations notified by Ministry of Law and Justice, Government of India, regarding the Public Liability Insurance Act, 1991 shall be followed

SCHEDULE - B

WATER:

1. The source of water is Ground water and the water consumption is as mentioned below:

S. No.	Source	Quantity
1.	Domestic	0.3 Kilo Liters/Day
	Total	0.3 Kilo Liters/Day

2. The maximum Waste Water Generation (KLD) is as mentioned below:

S. No.	Source	Quantity
1.	Domestic	0.1 Kilo Liters/Day
	Total	0.1 Kilo Liters/Day

AIR:

1. The Water Resources Department shall not carry-out any activity without valid CTO from A.P. Pollution Control Board.
2. The Water Resources Department shall comply with the environmental safe guards as proposed in the National Framework for Sediment Management issued by the Ministry of Jal Shakthi.
3. The Water Resources Department shall comply with the order issued by the Hon'ble National Green Tribunal and Hon'ble Supreme Court of India pertaining to de-silting of sand/sediment from water bodies.
4. The Water Resources Department shall comply with the MoEF&CC, GoI, OM.No. F.No:3-70/2020-IA [141127] dt.21.08.2023;12.07.2023 and 08.08.2022.
5. The Water Resources Department shall scrupulously follow the Environment Management Plan, submitted to the APPCB at the time of CTE & CTO applications.
6. The Water Resources Department shall ensure compliance with the National Ambient Air quality standards notified by MoE&F, GoI vide notification GSR 826, dt:16.11.2009 at the boundary of the premises during construction and regular operational phase of the project.

19

7. The Water Resources Department shall monitor the AAQ at the nearby habitation, and analysis reports shall be submitted to the Board once a month.
8. The generator shall be installed in a closed area with a silencer and suitable noise absorption systems. The ambient noise level shall not exceed 75 dB (A) during the daytime and 70 dB (A) during nighttime.
9. The activity shall not exceed the following Ambient Air Quality standards measured at the periphery of activity – SO₂ – 80 µg/m³, NO_x – 80 µg/m³, PM_{2.5} – 60 µg/m³, PM₁₀ – 100 µg/m³,

**Noise levels: Day time (6 AM to 10 PM) - 75 dB(A)
Night time (10 PM to 6 AM) - 70 dB(A).**

10. The Water Resources Department shall provide dust suppression measures, such as water spraying arrangements on haul roads, loading and unloading areas, and material handling areas, to avoid fugitive dust emissions.
11. The Solid waste/mud generated shall be disposed of safely without causing any fugitive emissions to the surroundings.
12. The Water Resources Department shall take necessary measures to control air pollution generated during excavation and transportation of the material, as committed in the Environment Management Plan (EMP).
13. The Water Resources Department shall ensure that no change in the process technology, source and composition of raw materials, or scope of work shall be made without prior approval from the Board.
14. The Water Resources Department shall ensure that vehicles entering the river do not spill oil or pollute the river.
15. The Water Resources Department shall monitor the river quality around the de-silting area, and analysis reports shall be submitted to the Board once a month.
16. The Water Resources Department shall ensure that the de-silting does not impact aquatic life.
17. Concealing the factual data or submission of false information / fabricated data and failure to comply with any of the conditions mentioned in this order may result in withdrawal of this order and attract action under the provisions of relevant pollution control Acts.
18. The order is issued without prejudice to the rights and contentions of this Board in any court of law.

19. The Board reserves its right to modify the above conditions or stipulate any additional conditions, including revocation of this order in the interest of environmental protection.

[Handwritten Signature]
07/10/24

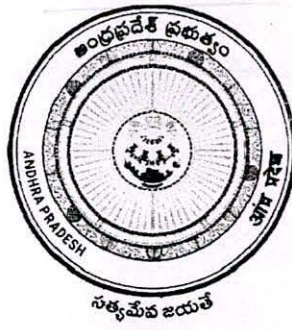
[Handwritten Initials] JOINT CHIEF ENVIRONMENTAL ENGINEER(I/c)
ZONAL OFFICE: TIRUPATI

To
Executive Engineer,
Water Resources Department,
Nellore South Division,
Gudur, Tirupati District.

Copy to:

1. The Environmental Engineer, Zonal Office: Tirupati for record purpose.
2. The Environmental Engineer, Regional Office: Tirupati for information and to ensure compliance.

[Handwritten Signature]
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
[Handwritten Initials]
24/10/24



Annexure -30 21

**GOVERNMENT OF ANDHRA PRADESH
DISTRICT LEVEL SAND COMMITTEE
TIRUPATI DISTRICT**

**TENDER No: 01 / DLSC-SAND/TPT/2024 (Item No.1)
SHORT TENDER
FOR**

**Selection of Contractor for De-siltation, Transportation,
Stocking and Loading of Sand for Palachuru Anicut D/S
Sand Reach, Palachuru Village, Pellakuru Mandal, Tirupati
District, Andhra Pradesh.**

Address:

**O/o the Executive Engineer,
Nellore South Division, Narasingaraopeta,
Gudur.**

Cell: 8919672765

Email: eensdvngdr@gmail.com

22

Notice Inviting Tender

Short Tender for De-siltation, Transportation & Loading of Sand at Tirupati
District

Tender No: 01/DLSC-SAND/TPT/2024 (Item No.1)

Dated: 21.11.2024.

Time schedule of various tender related events:

Schedule sale opening Date:	22.11.2024 at 11.00 AM
Schedule sale Closing Last date/time	29.11.2024 at 3.00 PM
Bid Submission Closing date	29.11.2024 at 5.00 PM
Technical Bid Opening Date:	30.11.2024 at 11.00 AM
Price Bid Opening Date:	30.11.2024 at 3.00 PM
Technical and Price Bid Opening Address:	The District Magistrate & Collector, Tirupati
Contact person	Executive Engineer, Nellore South Division, Gudur. Cell: 8919672765 Email: eensdvngdr@gmailcom
Tender Ref No.	01/DLSC-SAND/TPT/2024 (Item No.1)

District Level Sand Committee, Tirupati District reserves the right to:

- reject any or all bids without assigning any reasons whatsoever,**
- reschedule / postpone the bid date (s) due to any unforeseencircumstances at any stage of the bid process,**
- Cancel or annul the entire bid process without assigning any reasonswhatsoever.**

Data Sheet

Sl No	Parameter	Details	In Rs
1	Base Price per Metric Ton	Fixed by the DLSC	135/-
2	Estimated Contract Value of the Reach	Base Price X Total EC approved Quantity in MT	55,30,005/-
3	Bid Document Fee	Rs.10,000/- + GST 18%	11,800/-
4	Bid Security (EMD)	10% of the ECV (Estimated Contract Value)	5,53,000/-
5	Performance Security Deposit	30% of the ECV (Estimated Contract Value) after confirmation	16,59,000/-
6	ASD	Tender less more than 25% of the estimate a BG for the difference between the tender amount and 75% of the estimate value should be submitted by the Tender.	?

Note:- The maximum allowed tender excess percentage is + 5% only.

Ben Prasad
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
21/11/24

Details of the Reach

23

Sl No	Parameter	Details
1	Name of the Reach	Palachuru Anicut D/S Side
2	Location	Palachuru Anicut
a	Village	Palachuru
b	Mandal	Pellakuru
c	District	Tirupati
3	Extent (Ha.)	1.821 Ha
4	EC approved Quantity	40,963 MT.
5	Geo Co-ordinates	N13°50'15.05888" E79°45'28.79055" N13°50'13.04376" E79°45'28.66251" N13°50'15.80683" E79°45'38.75254" N13°50'17.74264" E79°45'38.47925"

24

CONTENTS OF THE BID DOCUMENT

i. Scope of Work & ECV (Base price) & the Schedule.....	5
ii. Eligibility Criteria.....	7
iii. Terms and Conditions.....	9
Annexure: 1 - Checklist of documents to be enclosed to the Bid Document.....	18
Annexure: 2 - Bidder Details.....	19
Annexure: 3 – Fulfilment of Technical eligibility Criteria.....	20
Annexure: 4 – Fulfilment of Financial Eligibility Criteria.....	21
Annexure: 5 – Declaration against blacklisting.....	22
Annexure: 5 – Declaration on Mineral Revenue Arrears.....	23
Annexure: 6 - Format for Power of Attorney for Authorized signatory.....	24
Annexure: 7 – Price Bid.....	25

Ravi Prasad
4/13
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
CB
10/12/20

Background:

25

The Government of Andhra Pradesh has announced Free Sand Mining Policy 2024, vide G.O. Ms. No. 43, Ind & Com (Mines-III) Dept, dt: 08.07.2024 & 66 Ind & Com (Mines-III) Dept, dt: 25.10.2024 with the following objectives:

- a. Making sand available to consumers at affordable rates
- b. Transparency and visibility on the sand operations.
- c. Prevention of any scope for illegal sand excavation & transportation through an effective vigilance & monitoring mechanism
- d. Compliance with all environmental regulations and orders issued by the Hon'ble Supreme Court, Hon'ble High Court and Hon'ble NGT, so as to mitigate the environmental impact of sand excavation.

As per the Free Sand Policy, all sand operations at district-level shall be managed and overseen by a District Level Sand Committee (DLSC), which includes appointment of qualified Successful Bidders and suppliers for various activities viz. excavation and loading of sand, transportation of sand, setting up of CCTV cameras etc.

This Bid document is being issued for **Selection of Agency for De-siltation of Sand at and Loading of Sand at S. No. 59-5P and 53-19P of Kalvakur Village Stock point in Palachuru Anicut D/S Side Reach and Transportation, Stocking Palachuru Village, Pellakur Mandal, Tirupati District, Andhra Pradesh.**

Qualified bidders are hereby invited to review the details of the sand reach, submit their Eligibility and offer Price bids as per the procedure detailed in this bid document.

Scope of Work:

- a. Successful bidder shall deploy the necessary manpower to excavate Sand in accordance with the approved Plan, conditions of Environmental Clearance and as per the directives given by DLSC. Successful bidder shall excavate minimum daily production as per the directions of DLSC.
- b. Transporter shall deploy machinery to make heaps and load sand from Stockyard into the dispatch vehicles as directed by DLSC.
- c. Successful bidder shall deploy adequate number of man power for sand excavation at reach, GPS fitted tractors for transportation of sand from reach to stockyards and machinery (Poclain/JCB) at stock yards for maintenance and loading the sand into consumers vehicles.
- d. Successful bidder shall maintain the sand stockyard in the area identified by the

26

District Administration for this purpose. It is clarified that maintenance of stockyard includes but is not limited to the maintenance of haul road, maintenance ramp and approach route up to nearest access road, proper lighting arrangement, all the acts required for proper operation, management and security of sand stockyard. However, Successful bidder is not required to make payment of lease rentals for land identified for stockyard.

- e. Successful bidder will provide necessary infrastructure for DLSC staff, including temporary/portable site office, guard cabins etc. with power backup.
- f. Successful bidder shall secure perimeter of the dedicated sand bearing area to avoid illegal mining outside the designated reach. Successful Bidders shall be held responsible if any such activity takes place within the designated reach allotted to him.
- g. Successful bidder shall erect boundary pillars and shall ensure that the excavation do not takes place outside the demarcated area/ lease boundary.
- h. Successful bidder shall make necessary investments and expenses to mitigate all environmental risks.
- i. Successful bidder shall attend any other activity incidental to Sand mining apart from the indicated list provided above or as instructed by DLSC.
- j. Payments shall be made to the successful bidder as confirmed by digital receipts and registers maintained at stockyards by in-charges.
- k. The Successful bidder shall excavate the sand in the reach till exhausting the EC approved quantity of 40,963 Metric Tons or 3 Months from the date of issue of work order whichever is earlier.

Base Price/Estimated Contract Value (ECV):

The Estimated Contract Value (ECV) is detailed below by finalizing the Base Price of Rs.135/- per Metric Ton (exclusive GST) as fixed by DLSC for Sand Operational Cost inclusive of Charges for manual excavation, loading into tractors at reaches, transportation of sand from reach to stockyard, formation of ramps & maintenance of roads, maintenance of stock yards including heaping and loading of sand from stockyard to consumers vehicles:

- 1. Total Quantity in Metric Tons for excavation in the Reach : 40,963 Mts.
- 2. Base Price per Metric Ton : 135-00
- 3. Total Estimated Contract Value in Rs: [(1) X (2)] : Rs.55,30,005/-

Detailed Responsibility of the selected agency:

- a. Successful Bidder must prohibit the entry of heavy vehicles near sand reaches. The sand excavated from sand reaches must be transported to the designated stockyards through tractor trolleys only.
- b. Successful Bidder shall maintain daily excavation, transportation, dispatch and stock registers at the sand reach.

Praveen Prasad
14/3
 Divisional Accounts Officer (Works)
 Nellore South Division, GUDUR.

- 27
- c. Successful Bidder must ensure that sand is excavated manually from the sand reach. Mechanical devices such as Poclain, JCB machine etc., should not be used for excavation of sand from sand reaches.
 - d. Successful Bidder shall procure and install GPS in all the deployed tractors (used to transport sand from reach to stockyard) as directed by DLSC, Successful Bidder shall be responsible for upkeep and maintenance of such GPS installed in their vehicles.
 - e. Successful Bidders shall ensure compliance of MoEF, NGT and Order/Judgment of Honorable court, Act, Regulation or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity.
 - f. Successful Bidder shall be required to abide by all Applicable Laws such as but not limited to Sand Policy of AP, Mines Act 1952, MMDR Act 1957, APMMC Rules 1966 and any other applicable law, rule amended from time to time.
 - g. Successful Bidder shall be responsible for upkeep and maintenance of such GPS instruments installed in the vehicles engaged by them.
 - h. Successful Bidder shall give preference to the local people in employment for excavation, transportation, stocking, loading etc. of sand.
 - i. All the personnel engaged by the Successful Bidder in connection with the performance of the work shall be the responsibility of the Successful Bidder and no claim shall lie against DLSC in respect of non-payment of wages or remuneration of any description due by the Successful Bidder to his/ their employees or for any failure on the part of the Successful Bidder in the discharge of his / their obligations to his/ their employee.

Eligibility Criteria:

Sl No	Criteria	Specific requirement	Documents required to be enclosed
1	Bid Document Fee	The Bidder shall pay a bid document fee of Rs.10,000/- + GST 18% = Rs.11,800/-	In the shape of DD drawn in favor of Sand Account 2024, Tirupati payable at Tirupati.
	Bid Security / Earnest Money Deposit (EMD)	The Bidder shall pay a Bid Security of an amount equivalent to 10 % of the ECV. Rs: 5,53,000/-	In the shape of DD drawn in favor of Sand Account 2024, Tirupati payable at Tirupati
2	Legal Entity	Bidder should be a registered company / partnership firm/ proprietorship firm/Registration Contractor having valid PAN and GST.	<ul style="list-style-type: none"> ➤ Certificate of Incorporation, Memorandum of Agreement, Articles of Association (or) Partnership deed (as applicable) ➤ Registration Certificate ➤ JV with boats men society for dredging in water bodies ➤ GSTIN, GST Registration ➤ PAN Card ➤ Latest Saral ➤ PF certificate for employees

3	Bidder turnover	The bidder should have a minimum average annual turnover of INR 2.00 Crores per year from Indian operations during the last three financial years i.e. 2021-22, 2022-23 and 2023-24	Certificate from the Statutory Auditor / Independent Chartered Accountant, supported by extracts from the audited Balance Sheet and Profit & Loss Account.				
4	Bidder Net - Worth	The bidder should have a positive net-worth of Rs. 4.00 Crores in any year between 2021-22 and 2023-24	Certificate from the Statutory Auditor / Independent Chartered Accountant, supported by extracts from the audited Balance Sheet and Profit & Loss Account.				
5	Technical capability	<p>a) The Bidder should have executed civil works(R&B), Irrigation and APMDC of value not less than 2 Crores in any one year during the last 5 financial years.</p> <p>b) The Bidder should have executed minimum quantity of de-siltation of sand excavation (Manual/Mechanical) and transport from reach to stock yard about 3.00 Lakhs MTs in any one year during the last 5 financial years .</p> <p>c) Bidder must present evidence of ownership / hiring agreement for following machineries/equipment</p> <table border="1" data-bbox="451 1035 953 1190"> <thead> <tr> <th>Equipment/Machinery</th> <th>Nos</th> </tr> </thead> <tbody> <tr> <td>Tractors</td> <td>10</td> </tr> </tbody> </table>	Equipment/Machinery	Nos	Tractors	10	<p>➤ Copies of work order along with completion certificate of the project(s)</p> <p>➤ Copies of Experience certificate with counter signature by the competent Authority.</p> <p>➤ Copies of Experience certificate with counter signature by the competent Authority.</p> <p>➤ Ownership of / proof of hiring equipment</p> <p>➤ Hiring of equipment - Valid Hiring Agreement with owner and copy of proof of ownership</p>
Equipment/Machinery	Nos						
Tractors	10						
6	Authorized representative from bidder	A power of attorney/copy of Board resolution in the name of person signing the bid	Original Power of Attorney (notarized)/ Board Resolution Copy having attestation of the signature of the authorized person				
7	No dues	The bidder shall not have any Mineral Revenue dues either to the Department of Mines & Geology or APMDC Ltd.,	A notarized affidavit on NJ Stamp paper worth of Rs.50/- stating that they are not in Mineral Revenue dues and will be held responsible for any further action including termination if it is proved at a later date that they are in arrears				
8	Blacklisting	The Bidder shall not be in Blacklist of any CPSU/ State PSU/ Central or State Government Undertaking on due date of submission of bids	A notarized affidavit on NJ Stamp paper worth of Rs.50/- stating that they are not black listed by any CPSU/ State PSU/ Central or State Government Undertaking and will be held responsible for any further action including termination of the contract if it is proved at a later date that they are black listed.				

Terms and Conditions:

1. Bid Document fee:

Bidders are required to remit a non-refundable bid document fee of Rs.10,000/- + GST 18% = Rs.11,800/- (**Rupees Eleven Thousand and Eight Hundred only**) in the shape of DD drawn from any Indian Nationalized Bank in favor of **Sand Account 2024, Tirupati** payable at Tirupati District.

2. Bid Security (EMD):

Bidders are required to pay a Bid Security of an amount equivalent to 10% of the ECV in the shape of DD drawn from any Indian Nationalized Bank in favor of **Sand Account 2024, Tirupati** payable at Tirupati District, along with their technical bid.

Other Conditions:

- i. The offers without Bid Document Fee and Bid Security (EMD) will be rejected.
- ii. The Bid Security of the unsuccessful bidders will be returned within fifteen (15) working days of finalization of the bid. In case of the successful bidder(s), the same will be refunded post submission of Performance Security Deposit (PSD).
- iii. DLSC shall not be liable to pay any interest on the Bid security deposit so made and the same shall be interest free.
- iv. The Bid Security shall be forfeited by the DLSC in the following events.
 1. If a Bidder varies/modifies the Bid during the Bid validity period: or
 2. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clauses of this Bid Document; or
 3. If a Bidder does not submit the Price bid; or
 4. If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document; or
 5. If the Successful Bidder, fails to furnish PSD within the specified time limit to furnish the Performance Security within the period prescribed in this Tender Document; or
 6. If a bidder does not accept the Letter of Award (LoA) or fails to sign the Contract Agreement or abide by any other terms and conditions of the LoA/Contract Agreement.

30

3. Preparation of Bid Documents:

- i. The Technical Bid and all related correspondence and documents in relation to the bidding process shall be in English language. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- ii. The Technical Bid submission shall necessarily contain a table of contents along with page numbers.
- iii. The Technical Bid submissions shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. The Technical bid submissions written in pencil will not be valid. In the case of print and published documents, only the cover shall be initiated. All the alterations, omissions, additions or any other amendments made to the technical bid submissions shall be initiated by the persons signing the Bid submissions.
- iv. The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Bid Document.
- v. Erasing and overwriting shall be avoided in the Bid submissions. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.
- vi. The Bid submissions shall be duly signed by an authorized person. The power of attorney shall be submitted along with the accompanying documents. DLSC may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of DLSC in this connection is final and binding on the bidder.

4. Cost of submission of bid:

The Bidder shall bear all costs of preparation and submission of Bid. In no case will be the DLSC be responsible or liable for such costs of the Bidder, regardless of the conduct or outcome of the process of evaluation of Bids.

5. Process of submission of bids:

- i. The bidder shall submit their proposal in two separate sealed covers i.e., Technical Bid & Financial Bid. Technical Bid with all required information, documents and Bid documents (BID document and its enclosures + EMD + Tender Fee) (Annexures-1 to 7). Financial Bid with duly signed price quotation/offer (Annexure-8).

1. The two sealed / closed covers:

1. Cover 1: Technical Bid + EMD + Tender (Annexures- 1 to 7)
2. Cover 2: Financial Bid (Annexure-8)

Both the covers shall be placed in a separate master cover superscribed with **"Proposal for participation in Selection of Agency for De-siltation of Sand at and Loading of Sand at S. No. 59-5P, 53-19P of Kalvakuru Village Stock point in Palchur Anicut D/S Side Reach and Transportation, Stocking Palachur Village, Pellakur Mandal, Tirupati District, Andhra Pradesh Selection of Successful Bidder for De-Siltation, Transportation, Stocking and Loading of Sand for Palchur Anicut D/S Side Sand reach, Tirupati District, Andhra Pradesh"** along with the Name, Tel./Mobile No. and email ID of the bidder's contact-person.

- iii. The Master Cover/Envelope, containing both Cover 1 (Technical Bid) & Cover 2 (Financial Bid) should reach the office of Nodal Officer, DLSC, at the address mentioned in the 1st page, on or before the prescribed last date of submission of bids.
- iv. Bids submitted after the due date and time would not be considered and summarily rejected. It is the responsibility of the Bidder to ensure that the bids are received in time before the deadline.

6. Opening of Bids:

- i. The DLSC Sub-Committee shall open the bids on the bid due date as specified in the tender document.
- ii. The DLSC Sub-Committee shall initially evaluate only the technical bids as per the timeline mentioned in the tender document and the price bids of only the technically qualified bidders shall be opened.

7. Bid Evaluation:

- i. Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions as per the Bid Document shall be treated as "Technically Qualified Bidders"
- ii. The Price Bids of only the technically qualified bidders shall be opened.
- iii. The lump-sum rate quoted for the complete scope of work shall be the sole criteria for bid evaluation and the L1 bidder shall be adjudged the preferred bidder subject to the following conditions: Provided also that in the event of identical L1 price offers being submitted by two or more technically qualified bidders, the L1 bidder shall be adjudged through lots.
- iv. The bid evaluation criteria as adopted by the DLSC is final and binding on the bidders.

32

8. Period of Validity of Bids:

Validity date is 30 days from the last date of submission. A proposal valid for a shorter period may be rejected as nonresponsive. The DLSC will make its best effort to complete the tender process within this period. In case of need, the DLSC may request the bidders to extend the validity period of their proposals. Bidders who do not agree, shall have the right to refuse to extend the validity of their proposal and under such circumstances, the DLSC shall not consider such proposal for further evaluation.

9. Withdrawal of bids:

No Bid shall be withdrawn in the interval between Bid submission and till declaration of L1 Bidder. Any such withdrawal of Bid, shall result in forfeiture of Bid security.

10. DLSCs right to accept/reject bids:

The DLSC reserves the right to accept or reject any Bid and to annul the entire Bid process and reject all Bids at any time prior to award of the contract without incurring any liability to the affected Bidders or any obligation to inform the bidders as to the grounds for the DLSC's action.

Specifically, if the lowest price received during tender is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, DLSC reserves right to seek justification of the price from L1 Bidder. If the price is not considered reasonable, DLSC may not accept such Proposal and go for another bid process.

In case of similar proposals/ any other such circumstances, DLSC reserves the right to select L1 through Lottery.

11. Acceptance of offers:

- i. Acceptance by the DLSC will be communicated by E-Mail / Registered Post / Courier. The notification of the award will constitute the formation of the contract.
- ii. The successful bidder shall sign a contract with the DLSC within 3 days from the date of acceptance of his tender by paying the Performance Security Deposit (PSD).

12. Duration of the Agreement:

- i. Duration of the Agreement Three(3) months from the date of issue of work order.
- ii. In the event of violation of any of the conditions as stated in the document/ any of the conditions in agreement, if the performance of the Successful Bidder is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of DLSC and other statutory bodies issued from time to time for safe and sustainable mining operations, the DLSC reserves the right to cancel the contract/ agreement after giving 15 days of notice to the Successful Bidder DLSC shall be entitled to get work agreement completed at the risk and cost of the defaulted Successful Bidder.

Rajni Prasad
14/7/26
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
8/24/26

- iii. DLSC may issue a notice to the Successful Bidder at any time during the agreement period directing to suspend all or any part of the operations enlighting the reasons for such suspension.
- iv. Duration of the agreement are subject to change as per the amendments made in the Sand Mining Policy by the State Government from time to time or the conditions of agreement are subject to change due to any other directions from the Government.

13. Payment terms:

- i. Payment of operational cost:
 - a. DLSC shall pay Successful Bidder a monthly lumpsum amount for operational cost as per agreement and including applicable taxes at prevailing rates for sand excavated, transported to stock yard and loaded in the vehicles of the consumers, formation and maintenance of ramps and roads.
 - b. The payment shall be made on realization basis after dispatch of sand at stock yards. No advance shall be paid.
 - c. Bills for payment of Mining fee shall be considered only after receiving the dispatch proceeds at the concerned stock yard.
 - 1. In case of delay in dispatch to consumer, no interest would be payable on such delayed payments.
 - 2. At the time of expiry of the contract, the Agency shall be paid for the quantum of sand left unsold in the stockyard (which was excavated by the Successful Bidder during the agreement period but is yet to be sold). The modalities for estimating the quantum of sand will be prescribed by DLSC.
 - 3. The Successful Bidder shall, under no circumstances, make claim for any sort of idle cost or expenses from the DLSC.

ii. Schedule for payment:

- a. Within three (3) working days of the start of every month, Successful Bidder shall raise an invoice to DLSC for the quantity of Sand loaded and dispatches in vehicles of consumer in the previous month.
- b. The invoice amount shall be calculated by multiplication of (Operation cost) quoted by the Successful Bidder, and the volume of sand dispatched (loaded and dispatched on buyer's vehicles).
- c. DLSC shall endeavor to pay the amount to the Successful Bidder as per the received invoice within thirty (30) working days from the date of receipt of invoice.

34

14. Event of Default:

- i. An event of default is said to have occurred under the following conditions:
 - a. Delay in production of Sand by more than two (2) weeks from the Agreement Date due to reasons attributable to the Successful Bidder.
 - b. Stock out position, i.e. Sand is not available for dispatch to consumers, due to reasons attributable to the Successful Bidder.
 - c. The quantity of Sand excavated by the Successful Bidder is less than target quantities due to reasons attributable to the Selected Agency.
 - d. The Selected Agency has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
 - e. Production of Sand is permanently stopped due to a Force Majeure event (as specified in Clause 23) for a continuous period of 3 (three) months.
- ii. Not with standing anything stated in the Bid Document and the Agreement, the Selected Agency shall be liable to pay Liquidated Damages in case of delay in deploying the necessary mining equipment, staff and labour and other operational requirements for Sand production. The Liquidated Damages would be calculated at 1% of Annual Sand operation Fee, per week of delay and would be determined on a weekly basis subject to a maximum of 10% of total Annual Sand Mining Fee.

15. Recourse in Event of Default:

In case of occurrence of an Event of Default mentioned above, DLSC shall have the option to terminate the contract.

16. Termination of Agreement:

- i. **Termination for Default:**
 - a. In the case of the occurrence of Event of Default, DLSC shall seek Liquidated Damages. If this Event of Default continues for a period of one (01) month from the date of its occurrence, DLSC may terminate the Agreement by written notice and shall forfeit and invoke the Performance Security Deposit provided by Successful Bidder.
 - b. DLSC may terminate the Agreement by written notice to the Successful Bidder if any Approval (including any Mining Lease, Pollution Control License, open cut approval or any other license, permit, consent or permission required for the operation of the Mine) is cancelled, suspended or revoked due to faults attributable to the Successful Bidder. DLSC shall forfeit and invoke the Performance Security Deposit provided by the Successful Bidder in case of such a termination.

2/13/14

- c. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination,
- d. In the event of the expiration or termination of the Agreement, Successful Bidder shall remove all its employees, sub- Successful Bidders, all its equipment and its goods and materials from the reach within three (3) days from the time of expiration/ termination.

ii. Termination due to Force Majeure:

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 3 (three) continuous months, the DLSC may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Security Deposit shall be returned to Successful Bidder.

iii. Termination on exhaustion of Sand Reserves:

This Agreement shall terminate upon it being established to a high degree of certainty through established procedure used in accordance with Good Industry Practices that Sand Reserves at the site have been exhausted as per the Mining Plan and EC conditions.

17. Performance Security Deposit (PSD):

- a. The Successful bidder is required to pay Performance Security Deposit (30% of the ECV) in the shape of Bank Guarantee drawn from any Indian Nationalised Bank in favour of Chairman, DLSC, Tirupati payable at Tirupati.
- b. The Bid security amount of the successful bidder will be refunded on submission of Performance Security Deposit.
- c. The performance Security Deposit shall not bear any interest.
- d. Any bank charges or commission on account of furnishing the performance Security Deposit shall be borne by the successful bidder only.
- e. Failure to comply with the requirements under this clause by the successful bidder shall lead to annulment of the contract and forfeiture of Bid security submitted by the successful bidder.
- f. The Performance Security Deposit amount will be returned to the successful bidder by the DLSC within 2 months from the date of expiry of the contract.
- g. DLSC will have the right to revoke the security deposit without assigning any reasons if performance of the successful bidder is not found up to the mark.

- 36
- h. The DLSC reserves the right to forfeit PSD or adjust the amounts recoverable as against Performance Security Deposit (including revocation of Performance Bank Guarantee) in accordance with Failure and Termination clause of the contract/agreement. The decision of the DLSC is final and binding on the bidder / Agency.
 - i. The DLSC also reserves the right to adjust any sum of money due and payable by the agency to the DLSC against Performance Security Deposit in case the DLSC is unable to recover the due amounts from the Agency.

18. Indemnity:

It is the prime responsibility of the selected bidder/agency to meet all the statutory compliances/obligations of payments for their manpower deployed. However, if DLSC sustains any loss due to improper performance of its manpower, the bidder will indemnify DLSC of all legal obligations of its manpower deployed at site.

19. Unsolicited modification (s) to the Bid:

In case any clarification(s) is sought by the DLSC after opening of the bids, the reply by the bidder should be restricted only to such clarification and any modification including the one which has effect on price or value of the offer without specific reference by the DLSC shall render the bid rejected without notice and further reference to the bidder. No bidder shall submit revised bid after bids are opened unless otherwise the DLSC requests for such revised bids. Submission of unsolicited revised offers shall result in forfeiture of Bid security.

20. Transfer of Bid document:

The bid documents are non-transferable.

21. Clarification in respect of incomplete offers:

The DLSC has to finalize the bid within a limited time schedule. Therefore, it may not be feasible in all cases for the DLSC to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to bid terms and conditions. Bids not complying with the DLSC's requirements may be rejected without seeking any clarifications.

22. Insurance:

Insurance cover for the men employed by the bidder and for material losses, damages and shortages should be borne by the bidder only.

Rajen
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

23. Force Majeure:

- i. "Force Majeure" shall mean occurrence of any event, which affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event
 - a) is beyond the reasonable control of the Affected Party, and
 - b) the Affected Party could not have prevented or overcome by exercise of due diligence & following Standard Industry Practice, &
 - c) has Material Adverse Effect on the Affected Party.

- ii. If DLSC or the Selected Agency (the "Affected Party") becomes unable by Force Majeure to carry out an obligation under the Agreement strictly in accordance with the Agreement:
 - i. The Affected Party must give to the other Party prompt written notice and reasonable particulars of the Force Majeure and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;
 - ii. The relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
 - iii. The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible.
 - iv. Upon resolution of the cause of delay, interruption or failure, the Affected Party shall promptly within 3 (three) days of such resolution give notice to the other Party of such fact and the performance of such Affected Party's obligations under this Agreement shall thereupon be resumed.
 - v. If the performance of the obligations is substantially prevented, affected or delayed for a single period of more than three (3) months, the DLSC shall give termination notice.

38

Annexure: 1
Checklist of documents to be enclosed to the Bid Document

SI No	Particulars	Declaration (yes/No)
1.	Earnest Money Deposit (EMD) for the value as indicated	
2.	Cost of Bid Document for the value as indicated	
3.	Formats enclosed-dully filled in and signed on each page along with all required enclosures, complete as per the instruction to Bidders	
	Annexure: 1- Checklist of documents to be enclosed in the Bid	
	Annexure: 2 - Bidder Details	
	Annexure: 3 – Fulfilment of Technical eligibility Criteria	
	Annexure: 4 – Fulfilment of Financial eligibility Criteria	
	Annexure: 5 – Declaration against blacklisting	
	Annexure: 6 – Declaration for not having Mineral Revenue arrears	
	Annexure: 7 - Power of Attorney	
	Annexure: 8 - Financial Capacity	
4.	Tender Document duly signed by Bidder on each page	

Signature of Bidder with date and Stamp

Alien prasad
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
24/12/20

Annexure: 2 Bidder Details

Name of the Bidder	
Address of Registered Office	
Address for correspondence	
Telephone No (Mobile).	
Fax No.	
E-mail Address	
Attested copies of Deeds, Memorandum of Association and Articles of Association to be enclosed	
Name of the authorized person or the person holding power of attorney with copy of Board Resolution (Attested copy of power of attorney to be enclosed)	
Names of Partners with their Present and permanent address	
Aadhar No. (copy to be enclosed)	
PAN of Bidder (copy to be enclosed)	
GST Registration No., (copy to be enclosed)	
Latest Saral	
Certificate for Joint venture with boats men society for dredging in water bodies	
PF Certificate for Employees	
Details of Bank account (copy to be enclosed)	

Signature of Bidder with date and Stamp

40

Annexure: 3 Fulfilment of Technical eligibility Criteria

Part 1: Similar works executed

Full postal address of the client and description of the work	Desiltation of Sand Excavation (Manual / Mechanical)	Date of commencement	Date of Completion

Full postal address of the client and description of the work	Dredging the Sand by boats loading & Transportaiton	Date of commencement	Date of Completion

Full postal address of the client and description of the work	Execution of Civil Works (R&B and Irrigaiton)	Date of commencement	Date of Completion

Part 2: Evidence of ownership or hiring agreement with the owner of required vehicles

Sl. No.	Name of the machinery	Number	Owned/Leased	Documentary evidence submitted
1.	Tractors/Trucks			

Signature of Bidder with date and Stamp

Note: Following documents to be attached as proof of execution of similar works

- a) Certified work orders and completion certificates with financial year wise quantity executed and value of work
- b) Certificate from auditor certifying volume of successful completion

Rahul prab
 Divisional Accounts Officer (Works)
 Nellore South Division, GUDUR.
 18/1/2016

Annexure: 4
Fulfilment of Financial Eligibility Criteria
(To Be Certified by Statutory Auditor of the Bidder)

a. Annual Turnover (in Rs.):

Name of the Bidder	2021-22	2022-23	2023-24	Average Annual Turnover

b. Net worth as on 31.03.2024 (in Rs.):

1	Subscribed and Paid-up Equity	
2	Reserves	
3	Revaluation reserves	
4	Miscellaneous expenditure not written off	
5	Reserves not available for distribution to equity shareholders	
Total Net Worth (1+2-3-4-5)		

UDIN Number:

Name of the Audit Firm:

Registration Number of the Audit Firm: Seal of the Audit Firm:

Date:

(Signature, Name and Designation of the Authorized Signatory)

Instructions:

Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

- 1. UDIN number is mandatory. Shall not be considered for evaluation without UDIN number**

42

Annexure: 5
Declaration against blacklisting
(On letter head of the Bidder)

I/we here by solemnly declare that, on due date of submission of bids, any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been blacklisted by the Central Govt. or the State Government or its undertakings. We do not have any order/declaration of insolvency, judgment or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

I/we here by further declare that, if the declaration is found untrue, the DLSC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by DLSC.

Yours Faithfully,

.....

Signature and Stamp of the Bidder

Date :

Rajani prasad
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
24/12/16

43

**Annexure: 6 - Declaration on Mineral Revenue Arrears
(On NJ Stamp paper worth of Rs.50/- duly notarized)**

I/we here by solemnly declare that, on due date of submission of bids, any of our Directors or Partners, jointly or severally and/or individually or our firm/company are not having any Mineral Revenue dues either to the Department of Mines & Geology or to M/s APMDC Ltd.,

I/we here by further declare that, if the declaration is found untrue, the DLSC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by DLSC.

Yours Faithfully,

.....

Signature and Stamp of the Bidder

Date :

44

Annexure: 7 - Format for Power of Attorney for Authorized signatory

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms.(name), _____ son/daughter/wife _____ of _____ and presently residing at _____, holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for Selection of Successful Bidder for Excavation, Transportation, Stocking and Loading of Sand for _____ reach, _____ District, Andhra Pradesh, including but not limited to signing and submission of all applications, Proposals and other documents and writings and providing information/ responses to DLSC, representing us in all matters before DLSC, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with DLSC in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with DLSC.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20__

FOR

(SIGNATURE)
(NAME, TITLE,
ADDRESS)

WITNESS:

- 1.
- 2.

(NAME, TITLE, ADDRESS OF THE ATTORNEY)

[NOTARIZED]

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

Ravi Prasad
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

Annexure: 8 - Price Bid

Format for Submission of Price Bid

Sl No	Description	Base Price fixed by DLSC (In INR per Metric Ton)		Price Offered (In INR per Metric Ton)	
		(In Figures)	(In Words)	(In Figures)	(In Words)
1	Total Sand Operational Cost inclusive of Charges for manual de-siltation, loading into tractors at reaches, transportation of sand from reach to stockyard, formation of ramps & maintenance of roads, maintenance of stock yards including heaping and loading of sand from stockyard to consumers vehicles.	135/-	Rupees One hundred and Thirty Five rupees per Metric Ton		

Signature and Stamp of the Bidder

Approved from P1 to P25 only.

[Signature]
29/11/24
EE/ NS Division Gudur

[Signature]

DISTRICT COLLECTOR
TIRUPATI DISTRICT

[Signature]
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

[Signature]
24/11/24

ANNEXURE - 31

46

GOVERNMENT OF ANDHRA PRADESH WATER RESOURCES DEPARTMENT

From

Sri I. Srinivasa Rao, B. Tech,
Executive Engineer, WRD.,
Nellore South Division,
Gudur.

To

M/s. Aadi Parasekthi Mines & Mineral
(OPC) Pvt., Ltd.,
20/1-A-8-366/5/402, Flat No. 402,
Alaya Homes, Maheswari Nagar,
Kothuru,
Opp. Irukulaparameswari Temple,
Parameswari Nagar, Mulapeta,
Nellore.

Letter No.EE/NS Divn./GDR/SAND/ 785^M Date: 18/12/2024.

Sir,

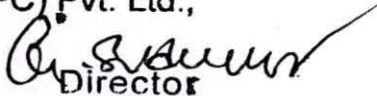
Sub: - De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village, Pellakuru Mandal, Tirupati District - Permission accorded for de-siltation work - Work Order Issued - Regarding.

Ref: - 1. Minutes of Meeting District Level Sand Committee held on 10.10.2024
2. Tender Notice No.. 1/DLSC-SAND/TPT/2024 Item No.2
3. District Collector & Magistrate Proceedings No.EE/NS Divn./GDR SAND Date: 12/2024

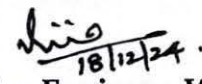
With reference to the, the District Collector & Magistrate, Tirupati District Proceedings 3rd cited, it is to permitted the Agency to De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village, Pellakuru Mandal, Tirupati District. The agency shall abide to the terms and conditions communicated in the tender schedule document. Any deviation in violating the terms and conditions the work order shall be cancelled at any point without any notice to the agency. The agency is allowed for de-siltation work in the specified boundaries and as per the instructions of Water Resources Department.

Received copy

For Aadi Parashakti Mines
and Minerals (OPC) Pvt. Ltd.,


Director

Yours Sincerely,


18/12/24
Executive Engineer, WRD.,
Nellore South Division, Gudur.

TERMS AND CONDITIONS

1. The Work Order Issued specific request by the agency of M/S Aadi Parashakti Mines & Mineral (OPC) Pvt., Ltd.
2. If the confirmation of the Experience Certificate or not Genuine the work order shall be cancelled without prior notice of the Agency.
3. The Agency must prohibit the entry of heavy vehicles near sand reaches. The sand excavated from sand reaches must be transported to the designated stockyards through tractor trolleys only.
4. The Agency shall maintain daily excavation, transportation, dispatch and stock registers at the sand reach.
5. The Agency must ensure that sand is excavated manually from the sand reaches. Mechanical devices such as Poclain, JCB machine etc., should not be used for excavation of sand from sand reaches.
6. The Agency shall procure and install GPS in all the deployed tractors (used to transport sand from reach to stockyard) as directed by DLSC, the Agency shall be responsible for upkeep and maintenance of such GPS installed in their vehicles.
7. The Agency shall ensure compliance of MoEF, NGT and Order/Judgment of Honorable court, Act, Regulation or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity.
8. The Agency shall be required to abide by all Applicable Laws such as but not limited to Sand Policy of AP, Mines Act 1952, MMDR Act 1957, APMCM Rules 1966 and any other applicable law, rule amended from time to time.
9. The Agency shall be responsible for upkeep and maintenance of such GPS instruments installed in the vehicles engaged by them.
10. The Agency shall give preference to the local people in employment for excavation, transportation, stocking, loading etc. of sand.
11. All the personnel engaged by the Agency in connection with the performance of the work shall be the responsibility of the Agency and no claim shall lie against DLSC in respect of non-payment of wages or remuneration of any description due by the Agency to their employees or for any failure on the part of the Agency in the discharge of their obligations to their employee.
12. The Agency shall extract sand, transport to stock point and unload stock yard from the de-silting point as per the details specified areas along with correspondence geo coordinates.

For Aadi Parashakti Mines
and Minerals (OPC) Pvt. Ltd.,

CONTRACTOR

B. Sreenivas
Director

hio
18/12/24
Executive Engineer,
Nellore South Division, Gudur.

Geeta prasad
12/12/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

13. The rate for Rs.36.99/- per metric ton is to be paid to the agency and as per the work done quantities.
14. The agency shall extract sand from the de-silting point shall confined to the thickness specified in the approved mining plan and to the boundaries notified.
15. The agency shall maintain true records of dispatch of sand from the de-silting point to the stock yard.
16. The de-siltation work should be done under the supervision of Water Resources Department.
17. In case of floods, flood flow must be free flow at the proposed location and it should not alter the hydraulic particulars of structure.
18. The agency must adhere to the government orders issued by the Andhra Pradesh State / Central Government or Hon'ble Court orders from time to time.
19. The agency should have to pay EMD 30% i.e., Rs.17,48,507/- and ASD Rs.27,74,297/- in the shape of DD in favour of Sand Account 2024 Tirupati, if pay the Bank Gurantee to draw the Bank Gurantee in favour of Executive Engineer, Water Resources Department, Nellore South Division, Gudur before concluding the Agreement.
20. The Irrigation Structures on and across the Palachuru Anicut should not be damaged. If any damage occurred, the Cost of Repair / Reconstruction should be borne by the agency.
21. Any violation of the above condition shall be viewed very seriously and action will be taken as deemed fit. The issuing the agency reserves right to cancel be work order without prior notice in case of violation of conditions.
22. The agency should follow the instructions of the Executive Engineer, Nellore South Division, Gudur from time to time during floods, or otherwise.

For Aadi Parashakti Mines
and Minerals (OPC) Pvt. Ltd.,
CONTRACTOR.

G. Srinivas
Director

Shio
18/12/24
Executive Engineer,
Nellore South Division, Gudur.

Rajen Prasad
4/3/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

B. Srinivas
4/3/24

GOVERNMENT OF ANDHRA PRADESH
WATER RESOURCES DEPARTMENT

From
Sri I.Srinivasa Rao, B.Tech.,
Executive Engineer, WRD,
Nellore South Division,
Gudur.

To
M/s Aadi Parashakthi Mines &
Minerals(OPC Pvt., Ltd.),
20/1-A-8-366/5/402,
Flat No.402, Alaya Homes,
Maheswari Nagar, Kothuru,
Opp.Irukala Parameswari Temple,
Parameswari Nagar, Mulapet,
Nellore.

Letter No: EE/NS Divn/GDR/DB/ATO/Sand/ 89 M M, Dt: 05.03.2025.
Gentleman,

Sub:- "De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village, Pellakuru Mandal, Tirupati District, Andhra Pradesh." - Acceptance of Agreement - Regarding.

- Ref:- 1. This office Tender Notice **NO.01/DLSC-SAND/TPT/2024**, Item No.2
2. District Collector, Tirupati Procee.No.EE/NS Divn.,/GDR/SAND/1, Dt.04.12.2024.
3.This office Letter No.785 M, Dt. 18.12.2024.

@@@

I forward herewith a copy of Agreement No. **2 Sand/2024-25** Dt.**05.03.2025** accepted in your favour of the above work for your reference.

Please note that payments under the contract will be made as per the agreement condition.

Please contact the Deputy Executive Engineer, Irrigation Sub Division, Niadupet and take over the site and start the work immediately.

Encl: - Copy of Agreement No. **2 Sand/2024-25** Dt.**05.03.2025**.

Yours Sincerely,

hio
5/3/25
Executive Engineer,
Nellore South Division, Gudur.

Copy to the Deputy Executive Engineer, Irrigation Sub Division, Naidupet along with the Copy of Agreement. He is requested to handover the site of work to the Contractor at once.

Encl: - Copy of Agreement No. **2 Sand/2024-25** Dt.**05.03.2025**.

hio
5/3/25
Executive Engineer,
Nellore South Division, Gudur.

Ravi Prasad
24/3/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

hio
5/3/25

50

Copy along with a copy of Agreement No. 2^{Sand}/2024-25 Dt..05.03. 2025 accepted by me for the above work in favour of M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.), 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore submitted to the Revenue Divisional Officer, Sullurpet for favour of information and necessary action.

Encl:- - Copy of Agreement No. 2^{Sand}/2024-25 Dt..05.03 2025.

hio
5/3/25
Executive Engineer,
Nellore South Division, Gudur.

[Signature]
5/3/25

Copy along with a copy of Agreement No. Sand/2024-25 Dt.. 02. 2025 accepted by me for the above work in favour of M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.), 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore submitted to the Joint Director, Mines & Geology, Tirupati for favour of information and necessary action.

Encl:- - Copy of Agreement No. 2^{Sand}/2024-25 Dt.05. 03. 2025.

hio
5/3/25
Executive Engineer,
Nellore South Division, Gudur.

[Signature]
5/3/25

Copy along with a copy of Agreement No. 2^{Sand}/2024-25 Dt..06. 03. 2025 accepted by me for the above work in favour of M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.), 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore submitted to the District Collector & Magistrate, Tirupati for favour of information and necessary action.

Encl:- - Copy of Agreement No. 2^{Sand}/2024-25 Dt..05.03. 2025.

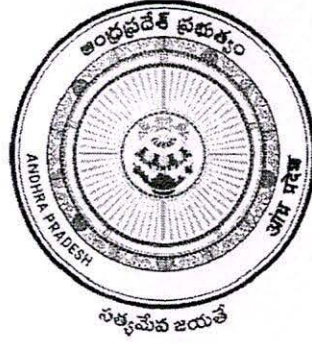
hio
5/3/25
Executive Engineer,
Nellore South Division, Gudur.

[Signature]
5/3/25

Received copy
on 05/02/2025
A. Aravind

R. Veni Prasad
24/3/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
24/3/24

51.



**GOVERNMENT OF ANDHRA PRADESH
DISTRICT LEVEL SAND COMMITTEE
TIRUPATI DISTRICT**

Agreement No. 2 SAND /2024-25, Dt. 05.03.2025

Name of Work:- De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village, Pellakuru Mandal, Tirupati District, Andhra Pradesh.

Name & Address: M/s Aadi Parashakthi Mines & Minerals of the Agency (OPC Pvt.,Ltd.,) 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore.

**Address:
O/o the Executive Engineer,
Nellore South Division, Narasingaraopeta,
Gudur.**

Cell: 8919672765

Email: eensdvngdr@gmail.com

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division, Gudur

52

AGREEMENT NO. 2^{SAND} /2024-25 Dt. 05.03.2025

The terms of Agreement for "Water Resources Department – Free Sand Policy –Agency of M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd for the work of **De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village,Pellakuru Mandal, Tirupati District, Andhra Pradesh.**

An agreement made:

Between

HIS EXCELLENCY THE GOVERNOR OF ANDHRA PRADESH Represented by the Executive Engineer, Water Resources Department Nellore South Division, Gudur (Hereinafter called the GOVERNMENT) which expression shall unless the context does not admit include his successor and assignee):

and

M/s Aadi Parashakthi Mines & Minerals (OPC Pvt.,Ltd.,) 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore by **Sri Ch.Sudhakar, Director** Authorized Signatory (hereinafter referred to as the "AGENCY which, which expression shall mean and include its successors and representatives) on the **OTHER PART.**

Sd/-

For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division,Gudur

First Party(Water Resources Department) and the Second Party(Agency) are collectively referred to as the **"Parties"** and individually as a **"Party"**

WHERE AS

The Government of Andhra Pradesh has announced Free Sand Mining Policy 2024, vide G.O. Ms. No. 43, Ind & Com (Mines-III) Dept, dt: 08.07.2024 & 66 Ind & Com (Mines-III) Dept, dt: 25.10.2024 with the following objectives:

- a. Making sand available to consumers at affordable rates
- b. Transparency and visibility on the sand operations.
- c. Prevention of any scope for illegal sand excavation & transportation through an effective vigilance & monitoring mechanism
- d. Compliance with all environmental regulations and orders issued by the Hon'ble Supreme Court, Hon'ble High Court and Hon'ble NGT, so as to mitigate the environmental impact of sand excavation.

As per the Free Sand Policy, all sand operations at district-level shall be managed and overseen by a District Level Sand Committee (DLSC), which includes appointment of qualified Agency and suppliers for various activities viz. excavation and loading of sand, transportation of sand, setting up of CCTV cameras etc.

This Bid document is being issued for **Selection of Agency for De-siltation of Sand at and Loading of Sand at S. No. 3 of Pulluru Village Stock point in Palachuru Anicut U/S Side Reach, and Transportation, Stocking Palachuru Village, Pellakur Mandal, Tirupati District, Andhra Pradesh.**

The District Collector & Magistrate, Tirupati District has declared L1 M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.) vide proceedings No.EE/NS Divn/GDR/SAND/1, Dt.04.12.2024.

Accordingly, the Executive Engineer, Nellore South Division, Gudur has issued work order vide Lr.No.785M, Dt.18.12.2024 to the agency of M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.).

The agency M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.) having the sole responsibility to perform the work of **Selection of Agency for De-siltation of Sand at and Loading of Sand at S. No. 3 of Pulluru Village Stock point in Palachuru Anicut U/S Side Reach and Transportation, Stocking Palachuru Village, Pellakur Mandal, Tirupati District, Andhra Pradesh.** and implement the project in accordance with the terms of the

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division, Gudur

54
agreement and M/s Aadi Parashakthi Mines & Minerals(OPC Pvt., Ltd.) agrees and undertakes to perform and comply with all its obligations under this agreement and to be solely responsible for the same and to carry out the work(as defined here in after)in accordance with the terms and conditions as set out in this agreement.

Details of the Reach

Sl No	Parameter	Details
1	Name of the Reach	Palachuru Anicut U /S Side
2	Location	Palachuru Anicut
a	Village	Palachuru
b	Mandal	Pellakuru
c	District	Tirupati
3	Extent (Ha.)	1.92 Ha
4	EC approved Quantity	43,173 MT.
5	Geo Co-ordinates	N13°50'31.00" E79°43'57.00" N13°50'34.00" E79°43'58.00" N13°50'28.00" E79°44'04" N13°50'29.00" E79°44'05"

Bevi Prasad
24/3/16
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.
Be
24/3/16

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division, Gudur

ARTICLES OF AGREEMENT

Articles of agreement made this 5th day of March 2025 between His Excellency, the Governor of Andhra Pradesh (herein after called the Governor which expression shall, where the context so admits include his successors in office and assignees) of the one part and **M/s Aadi Parashakthi Mines & Minerals(OPC Pvt.,Ltd.) 20/1-A-8-366/5/402, Flat No.402, Alaya Homes, Maheswari Nagar, Kothuru, Opp.Irukala Parameswari Temple, Parameswari Nagar, Mulapet, Nellore** (herein after called the Contractor which expression shall where the contexts so admits include his heirs, executors, administrators and legal representative) of the other part.

Whereas the Government of Andhra Pradesh (herein after called the Government) are desirous of taking up the work of "De-siltation, Transportation, Stocking and Loading of Sand for Palachuru Anicut U/S Sand Reach, Palachuru Village,Pellakuru Mandal, Tirupati District, Andhra Pradesh.."

Subject to End in accordance with the provisions of this agreement and applicable laws, WRD here by concluding agreement to the agency of **M/s Aadi Parashakthi Mines & Minerals(OPC Pvt.,Ltd.)** to provide desiltation of material services during the subsistence of this agreement and the agency hereby concerns to its agreement and agrees to provide the sand from desilted material in accordance with the terms and conditions set out in this agreement.

Rs.17,48,507/- Rupees Seventeen Lakhs Forty Eight thousand Five Hundred and Seven only Paid by him vide B.G. No. 0008NDDG00205425 date .29.01.2025 Issued by M/s ICICI Bank Ltd., Commercial Branch, Begumpet, Hyderabad towards Total E.M.D.30% and valid upto 28.01.2026 have been produced with towards EMD for the due fulfillment of the contract to the satisfaction of Executive Engineer, and the Contractor having agreed to keep it valid till the completion of work.

Rs.27,74,297/- Rupees Twenty Seven Lakhs Seventy Four thousand Two Hundred and Ninety Seven only Paid by him vide B.G. No. 0008NDDG00205525 date .29.01.2025 Issued by M/s ICICI Bank Ltd., Commercial Branch, Begumpet, Hyderabad towards Additional Security Deposit and valid upto 28.01.2026 have been produced with towards EMD for the due fulfillment of the contract to the satisfaction of Executive Engineer, and

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division,Gudur

56
the Contractor having agreed to keep it valid till the completion of work.

1. Duration of the Agreement:

- i. Duration of the Agreement Three(3) months from the date of issue of work order.
- ii. In the event of violation of any of the conditions as stated in the document/ any of the conditions in agreement, if the performance of the Agency is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of DLSC and other statutory bodies issued from time to time for safe and sustainable mining operations, the DLSC reserves the right to cancel the contract/ agreement after giving 15 days of notice to the Agency DLSC shall be entitled to get work agreement completed at the risk and cost of the defaulted Agency.
- iii. DLSC may issue a notice to the Agency at any time during the agreement period directing to suspend all or any part of the operations en lighting the reasons for such suspension.
- iv. Duration of the agreement are subject to change as per the amendments made in the Sand Mining Policy by the State Government from time to time or the conditions of agreement are subject to change due to any other directions from the Government.

2. Agency obligations throughout the term:

- a. Agency shall deploy the necessary manpower to excavate Sand in accordance with the approved Plan, conditions of Environmental Clearance and as per the directives given by DLSC. Agency shall excavate minimum daily production as per the directions of DLSC.
- b. Transporter shall deploy machinery to make heaps and load sand from Stockyard into the dispatch vehicles as directed by DLSC.
- c. Agency shall deploy adequate number of man power for sand excavation at reach, GPS fitted tractors for transportation of sand from reach to stockyards and machinery (Poclain/JCB) at stock yards for maintenance and loading the sand into consumers vehicles.
- d. Agency shall maintain the sand stockyard in the area identified by the District Administration for this purpose. It is clarified that maintenance of stockyard includes but is not limited to the maintenance of haul road, maintenance ramp and approach

Sd/-

For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division, Gudur

route up to nearest access road, proper lighting arrangement, all the acts required for proper operation, management and security of sand stockyard. However, Agency is not required to make payment of lease rentals for land identified for stockyard.

- e. Agency will provide necessary infrastructure for DLSC staff, including temporary/portable site office, guard cabins etc. with power backup.
- f. Agency shall secure perimeter of the dedicated sand bearing area to avoid illegal mining outside the designated reach. Agencies shall be held responsible if any such activity takes place within the designated reach allotted to him.
- g. Agency shall erect boundary pillars and shall ensure that the excavation do not takes place outside the demarcated area/ lease boundary.
- h. Agency shall make necessary investments and expenses to mitigate all environmental risks.
- i. Agency shall attend any other activity incidental to Sand mining apart from the indicated list provided above or as instructed by DLSC.
- j. Payments shall be made to the Agency as confirmed by digital receipts and registers maintained at stockyards by in-charges.

The Agency shall excavate the sand in the reach till exhausting the EC approved quantity of 40,963 Metric Tons or 3 Months from the date of signing of the agreement whichever is earlier.

3. Detailed Responsibility of the selected agency:

- a. Agency must prohibit the entry of heavy vehicles near sand reaches. The sand excavated from sand reaches must be transported to the designated stockyards through tractor trolleys only.
- b. Agency shall maintain daily excavation, transportation, dispatch and stock registers at the sand reach.
- c. Agency must ensure that sand is excavated manually from the sand reaches. Mechanical devices such as Poclair, JCB machine etc., should not be used for excavation of sand from sand reaches.
- d. The agency must ensure that the sand excavation and loading must be done between 6.00 AM to 6.00 PM only.
- e. The depth of excavation should be limited upto maximum depth 1.50M only.
- f. Agency shall procure and install GPS in all the deployed tractors(used to transport sand from reach to stockyard) as directed by DLSC, Agency shall be responsible for upkeep

Sd/-

For Aadi Parasekthi Mines & Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division, Gudur

58

and maintenance of such GPS installed in their vehicles.

- g. Agency shall ensure compliance of MoEF, NGT and Order/Judgment of Honorable court Act, Regulation or any regulatory or statutory requirements applicable to sand mining, transportation, stocking and loading activity.
- h. Agency shall be required to abide by all Applicable Laws such as but not limited to Sand Policy of AP, Mines Act 1952, MMDR Act 1957, APMMC Rules 1966 and any other applicable law, rule amended from time to time.
- i. Agency shall be responsible for upkeep and maintenance of such GPS instruments installed in the vehicles engaged by them.
- j. Agency shall give preference to the local people in employment for excavation, transportation, stocking, loading etc. of sand.
- k. All the personnel engaged by the Agency in connection with the performance of the work shall be the responsibility of the Agency and no claim shall lie against DLSC in respect of non-payment of wages or remuneration of any description due by the Agency to his/ their employees or for any failure on the part of the Agency in the discharge of his / their obligations to hid/ their employee.

4. Payment terms:

- i. Payment of operational cost:
 - a. The Lowest Bidder M/s Aadi Parashakthi Mines & Minerals (OPC Pvt., Ltd.) has quoted for Rs.36.99/- (Rupees Thirty Six and Paise Ninety Nine only) per Metric Tone (Exclusive GST) for sand operational cost inclusive of charges for manual excavation, loading into tractors at reaches, transportation of sand from reach to stockyard, formation of ramps and maintenance of roads, maintenance of stockyards including heaping and loading of sand from stockyard to consumers vehicles. The District Collector, Tirupati has accepted the same rate i.e, Rs.36.99/- per metric tone.
1 cubic meter of Sand = 1.50 metric tone of sand.
 - b. DLSC shall pay Agency a monthly lumpsum amount for operational cost as per agreement and including applicable taxes at prevailing rates for sand excavated, transported to stock yard and loaded in the vehicles of the consumers, formation and maintenance of ramps and roads.
 - c. The payment shall be made on realization basis after dispatch of sand at stock yards. No advance shall be paid.

Bills for payment of Mining fee shall be considered only after receiving the dispatch proceeds at the concerned stock yard.

Sd/-

For Aadi Parasekthi Mines & Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division, GUDUR

Devi Prasad
24/3/4
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR.

1. In case of delay in dispatch to consumer, no interest would be payable on such delayed payments.
2. At the time of expiry of the contract, the Agency shall be paid for the quantum of sand left unsold in the stockyard (which was excavated by the Agency during the agreement period but is yet to be sold). The modalities for estimating the quantum of sand will be prescribed by DLSC.
3. The Agency shall, under no circumstances, make claim for any sort of idle cost or expenses from the DLSC.

ii. Schedule for payment:

- a. Within three (3) working days of the start of every month, Agency shall raise an invoice to DLSC for the quantity of Sand loaded and dispatches in vehicles of consumer in the previous month.
- b. The invoice amount shall be calculated by multiplication of (Operation cost) quoted by the Agency, and the volume of sand dispatched (loaded and dispatched on buyer's vehicles).
- c. DLSC shall endeavor to pay the amount to the Agency as per the received invoice within thirty (30) working days from the date of receipt to fin voice.

5.Event of Default:

- i. An event of default is said to have occurred under the following conditions:
 - a. Delay in production of Sand by more than two (2) weeks from the Agreement Date due to reasons attributable to the Agency.
 - b. Stock out position, i.e. Sand is not available for dispatch to consumers, due to reasons attributable to the Agency.
 - c. The quantity of Sand excavated by the Agency is less than target quantities due to reasons attributable to the Selected Agency.
 - d. The Selected Agency has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
 - e. Production of Sand is permanently stopped due to a Force Majeure event (as specified in Clause 23) for a continuous period of 3 (three) months.
- ii. Not with standing anything stated in the Bid Document and the Agreement, the Selected Agency shall be liable to pay Liquidated Damages in case of delay in deploying the necessary mining equipment, staff and labour and other operational requirements for Sand production. The Liquidated Damages would be calculated at 1% of Annual Sand operation Fee, per week of delay and would be determined on a weekly basis subject to a maximum of 10% of total Annual Sand Mining Fee.

6.Recourse in Event of Default:

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division, Gudur

60
In case of occurrence of an Event of Default mentioned above, DLSC shall have the option to terminate the contract.

7. Termination of Agreement:

i. Termination for Default:

- a. In the case of the occurrence of Event of Default, DLSC shall seek Liquidated Damages. If this Event of Default continues for a period of one (01) month from the date of its occurrence, DLSC may terminate the Agreement by written notice and shall forfeit and invoke the Performance Security Deposit provided by Agency.
- b. DLSC may terminate the Agreement by written notice to the Agency if any Approval (including any Mining Lease, Pollution Control License, open cut approval or any other license, permit, consent or permission required for the operation of the Mine) is cancelled, suspended or revoked due to faults attributable to the Agency. DLSC shall forfeit and invoke the Performance Security Deposit provided by the Agency in case of such at termination.
- c. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination,
- d. In the event of the expiration or termination of the Agreement, Agency shall remove all its employees, sub- Agencies, all its equipment and its goods and materials from the reach within three (3) days from the time of expiration/ termination.

ii. Termination due to Force Majeure:

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 3 (three) continuous months, the DLSC may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Security Deposit shall be returned to Agency.

Termination on exhaustion of Sand Reserves:

This Agreement shall terminate upon it being established to a high degree of certainty through established procedure used in accordance with Good Industry Practices that Sand Reserves at the site have been exhausted as per the Mining Plan and EC conditions.

8. Performance Security Deposit(PSD):

- a. The Agency is required to pay Performance Security Deposit (30% of the ECV) in the shape of Bank Guarantee drawn from any Indian Nationalized Bank in favour of Chairman, DLSC, Tirupati payable at Tirupati.
- b. The Bid security amount of the Agency will be refunded on submission of Performance

Sd/-

For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division, Gudur

Security Deposit.

- c. The performance Security Deposit shall not bear any interest.
- d. Any bank charges or commission on account of furnishing the performance Security Deposit shall be borne by the Agency only.
- e. Failure to comply with the requirements under this clause by the Agency shall lead to annulment of the contract and forfeiture of Bid security submitted by the Agency.
- f. The Performance Security Deposit amount will be returned to the Agency by the DLSC within 2 months from the date of expiry of the contract.
- g. DLSC will have the right to revoke the security deposit without assigning any reasons if performance of the Agency is not found up to the mark.

- h. The DLSC reserves the right to forfeit PSD or adjust the amounts recoverable as against Performance Security Deposit (including revocation of Performance Bank Guarantee) in accordance with Failure and Termination clause of the contract/agreement. The decision of the DLSC is final and binding on the bidder /Agency.
- i. The DLSC also reserves the right to adjust any sum of money due and payable by the agency to the DLSC against Performance Security Deposit in case the DLSC is unable to recover the due amounts from the Agency.

9. Indemnity:

It is the prime responsibility of the selected bidder/agency to meet all the statutory compliances/obligations of payments for their manpower deployed. However, if DLSC sustains any loss due to improper performance of its manpower, the bidder will indemnify DLSC of all legal obligations of its manpower deployed at site.

Clarification in respect of incomplete offers:

The DLSC has to finalize the bid within a limited time schedule. Therefore, it may not be feasible in all cases for the DLSC to seek clarifications in respect of incomplete offers. Prospective bidders are advised to ensure that their bids are complete in all respects and conform to bid terms and conditions. Bids not complying with the DLSC's requirements may be rejected without seeking any clarifications.

10. Insurance:

Insurance cover for the men employed by the Agency and for material losses, damages and shortages should be borne by the Agency only.

11. Force Majeure:

- i. "Force Majeure" shall mean occurrence of any event, which affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations

Sd/-
For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-
Executive Engineer,
Nellore South Division, Gudur

62

under this Agreement and which act or event

- a) Is beyond the reasonable control of the Affected Party, and
 - b) the Affected Party could not have prevented or overcome by exercise of due diligence & following Standard Industry Practice, &
 - c) Has Material Adverse Effect on the Affected Party.
- ii. If DLSC or the Selected Agency (the "Affected Party") becomes unable by Force Majeure to carry out an obligation under the Agreement strictly in accordance with the Agreement:
- i. The Affected Party must give to the other Party prompt written notice and reasonable particulars of the Force Majeure and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;
 - ii. The relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and
- iii. The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible.
- iv. Upon resolution of the cause of delay, Interruption or failure, the Affected Party shall promptly within 3 (three) days of such resolution give notice to the other Party of such fact and the performance of such Affected Party's obligations under this Agreement shall there upon be resumed.
- v. If the performance of the obligations is substantially prevented, affected or delayed for a single period of more than three (3) months, the DLSC shall give termination notice.

" TRUE COPY "

hine
5/3/25

EXECUTIVE ENGINEER
WRD-N.S. Division. Gudur

Sd/-

For Aadi Parasekthi Mines &
Minerals (OPC) Pvt. Ltd.,

Sd/-

Executive Engineer,
Nellore South Division, Gudur

BAen Drud
14/3/24
Divisional Accounts Officer (Works)
Nellore South Division, GUDUR

**BEFORE THE NATIONAL GREEN
TRIBUNAL (SZ) AT CHENNAI**

APPLICATION No. 262 OF 2025

**3RD ADDITIONAL TYPESET OF
PAPERS FILED BY THE APPLICANT**

**M/s.R.RAJARAJAN (1704/2003)
K.PRABHAKARAN (891/2017)
P.VISWA THEJA REDDY (326/23)
K.MANIKANDAN (1139/2020)**

COUNSEL FOR PETITIONER

PH : 94433 32103