

**ANDHRA PRADESH POWER DEVELOPMENT COMPANY LIMITED**

**(A Subsidiary of APGENCO)**

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**E-TENDER No: 610002120**

"Lifting of 6.0 MMTPA of raw coal from M/s MCL mines, Talcher area  
Transportation up to Washery, beneficiation, Washed coal  
transportation up to nearest Railway siding and loading in to Railway  
wagons for a period of Two years, for onward movement by others to  
SDSTPS of APPDCL"

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**Summary sheet**

S.No	Item	Description
1	e-tender notice no.	SDSTPS: 610002120 /CGM/APPDCL/2025-26
2	Description of the work	“Lifting of 6.0 MMTPA of raw coal from M/s MCL mines, Talcher area, Transportation up to Washery, beneficiation, Washed coal transportation up to nearest Railway siding and loading in to Railway wagons” for a period of Two years, for onward movement by others to SDSTPS of APPDCL”
3	Place of the work	Talcher area, Odisha State.
4	EMD to be paid long with the tender	Rs.1,00,000/- (Rupees One Lakh only) in the form of Demand Draft from any Nationalized/Scheduled Banks in favour of SAO/APPDCL/Vijayawada And <b>Rs.9.83 Cr.</b> (Rupees Nine Crore and Eighty Three Lakh only) in the form of BG from Nationalized/Scheduled banks in India or Insurance Surety Bonds issued as per the IRDAI guidelines with a validity of 270 days in favor of Chief General Manager /APPDCL/2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004,A.P.
5	Schedule Available Date & Time	<b>From 01.12.2025 at 17:00 Hrs onwards</b>
6	Bid submission closing Date & time	<b>15:00 Hrs on 16.12.2025</b>
7	Pre Qualification Bid Opening Date	<b>At 16:00 Hrs on 16.12.2025</b>
8	Bid Submission	Online (APGENCO E-Procurement)
9	Bid Validity	120 days from the date of opening of the Bid
10	Pre Bid Meeting	<b>08.12.2025</b>
11	Price Bid Opening Date & Time	After scrutinizing of Technical bids
12	Place of Opening	O/o. Chief General Manager/APPDCL/2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004,A.P.
13	Eligibility Criteria	(i) QUALIFYING REQUIREMENT FOR THE BIDDERS:  a) The Bidder can be an Individual / Limited Liability Partnership (LLP) / Partnership firm / Company or Consortium / Joint Venture of maximum three (03) members.  b) The Joint Venture/Consortium must be the one registered as “Unlimited Liability Partnership Firm” in India with names of all the Member(s)/Partner(s) find place in the Registrar of

		<p>Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint Venture/Consortium upto 3 Member(s)/Partner(s) all from Indian Nationality (or) from Abroad (In case of JV/Consortium with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%) and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract Agreement/LOI and must furnish under the Indian Partnership Act, with the Registrar of Firms. The terms &amp; conditions of JV/Consortium are as per <b>Annexure-VIII</b>.</p> <p>ii) The bidder must have an established washery at M/s MCL Talcher area having spare capacity of minimum 2.00 Million Metric tons or more per annum in terms of raw coal as on the original scheduled date of bid opening.</p> <p>iii) Bidder should have his Own/Leased/Contracted washery having running agreement.</p> <p>iv) The washery should have experience of 1 (One) MMT of raw coal lifting &amp; washing in continuous 12 months, during any of last 5 (five) years. The Bidder should furnish the supply experience certificate from the end user.</p> <p>v) Bidder should have his Own/MCL allotted siding having coal loading permission by appropriate authority for the purpose of loading and dispatch of washed coal by rail mode. The siding must have an associated and operational in-motion weighbridge located at the loading end, with a valid calibration certificate. The bidder has to submit necessary documents in establishing the above i.e. certification and in operational.</p> <p>vi) The bidder should have Positive Net Worth as per the latest audited financial Statement <b>(as on 31.03.2025)</b>. Statutory auditors certified certificate should be enclosed.</p> <p>vii) The un-utilized Letter of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by its Bankers, should not be less than INR 50 Crore (Indian Rupees Fifty Crore Only). In case certificates from more than one bank are submitted, the Certified un-utilised limits shall be of the same date from all such banks.</p>
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		<p>viii)The bidder should submit the following documents/washery certificates i.e., CFE (Consent for establishment), Factory License, PCB Certificate, Mining license etc.</p> <p>ix) The average annual financial turnover during the last three years (i.e. FY-2022-23, 2023-24 &amp; 2024-25) should be not less than Rs 50.00 Cr.</p>
14	Security Deposit	<p><b>5% of total contract value</b></p> <p><b>Additional 1 % SD if the bidder is JV/Consortium</b></p>
15	Additional Deposit towards cost of coal	<b>Cost towards 10 days Raw Coal</b>
16	Documents to be submitted to the tender inviting authority	The bidders shall scan & upload all the required documents /certificates/statements.
17	Down loading of tender documents	<p>A complete set of bidding documents may be downloaded by any interested bidder from APGENCO/APPDCL e-tender site <a href="https://etender.apgenco.gov.in">https://etender.apgenco.gov.in</a> .</p> <p>For logging on to the e-tender site, the bidder would require user id and password which can be obtained by submitting a questionnaire available at our e-tender site as well as at APGENCO/APPDCL. Tender site <a href="http://www.apgenco.gov.in">www.apgenco.gov.in</a>. First time users, who are not allotted any vendor code are required to approach APGENCO/APPDCL at least three working days prior to Schedule Close date along with duly filled in questionnaire for issuance of use id and password.</p>
18	Other Important terms and address of the Tender Inviting Authority	<p>Bids shall be submitted online and opened at the address given below. Bidders' attendance during the Techno-Commercial bid opening and price bid opening in APGENCO/APPDCL premises is not envisaged.</p> <p>The Chief General Manager, APPDCL, 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004.</p> <p>Ph.No:0866-2454633,Ext : 132 or 142,</p> <p>e-mail: <a href="mailto:appdcl.coal@gmail.com">appdcl.coal@gmail.com</a> , <a href="mailto:appdcl.coal@apgenco.gov.in">appdcl.coal@apgenco.gov.in</a>.</p>

Sd/-  
**Chief General Manager**  
**APPDCL**

**1. Important Instructions to Bidders:**

The prospective bidders are requested to go through the following instructions carefully. Instructions Related to E –Tendering: Bidders are required to go through the Guidelines provided at following e-tendering site: <https://etender.apgenco.gov.in> . APPDCL invites online bids on single stage Two part bidding basis (One part Techno-Commercial Bid & Two Part Price Bid) from eligible bidders for subject package, as per the Scope of Work mentioned herein after.

1. Andhra Pradesh Power Development Company Limited, (hereinafter referred to as APPDCL or the Owner) have invited tenders for the work of “Liasoning with M/s MCL for obtaining Delivery Orders from M/s MCL on account APPDCL from different mines, as per the Delivery Orders issued by M/s MCL, raw coal has to be lifted from allocated mines, Talcher area transporting the same up to washery, beneficiation the raw coal, transportation of the beneficiated coal up to nearest railway siding, stocking at railway siding, loading in to railway wagons” for a period of TWO years. The delivery schedule and timely lifting and beneficiation is the essence of the contract.
2. Location of work: **at M/s Mahanadi Coal Fields Limited, Talcher mines area.**
3. The Successful Bidder shall lift the raw coal from M/s MCL mines, transport the same to washery, beneficiation, transportation of beneficiated coal up to railway siding, loading into railway rakes. APPDCL will intimate the monthly quantity from time to time. Raw coal payment will be paid by APPDCL to M/s MCL.
4. The indicative quantity of coal to be handled is around **6.00** Million MT per annum which is allocated for Stage-I & II (3x800 MW) for SDSTPS and the quantity at +/- 20% may be increased or decreased as per the requirements of APPDCL.
5. Normally the tenders should not differ from the terms and conditions and technical specification incorporated in the tender documents for the scope of work. In case of any deviations, the same should be specified in qualification bid (in Schedule-VII).
6. Those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment will be considered.
7. The price-bids of such tenderers who are determined to have complied with the eligibility criteria will only be opened online.
8. Notwithstanding anything stated above, APPDCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the APPDCL. In this regard, the decision of the Company is final.

9. The tenderer should upload the relevant documents duly signed on each page with seal.
10. The bidders need to contact The Chief General Manager/APPDCL or General Manager/ERP/APGENCO for any information on e-Procurement.
11. Submission of Bids: The Bidder shall submit his Bid online, on APGENCO e-Procurement platform i.e., <https://etender.apgenco.gov.in>, as per the procedure given below.

The bidders shall register on the APGENCO e-procurement Website, i.e., on <https://etender.apgenco.gov.in> and submit their bids online. Offline bids will not be entertained by the Tender Inviting Authority, for the tenders published in APGENCO e-Procurement website.

The Tenders/Bids shall comprise of the following:

- a. Earnest Money Deposit, in specified form, and for requisite amount.
  - b. All relevant bid schedules (as per the formats in the Tender Specification), furnishing all requisite details, signed and seal & date affixed. Each Schedule shall be accompanied by supporting documentation, as stipulated therein. These shall include documents evidencing compliance with Qualification Requirements, etc.
  - c. Scanned copies of each of the above shall be uploaded to the APGENCO e-Procurement website.
  - d. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
  - e. The Bidder shall be solely responsible to ensure that the Prices & Price components indicated in the uploaded Price Schedule are in line with the Terms & Conditions stipulated in the relevant Bid Schedule. In case the figures in the Price Bid are at variance from the particulars indicated elsewhere, APPDCL will adopt/consider, whichever is more advantageous to APPDCL.
  - f. No documents need to be submitted by the Bidders offline. Any offline bid submission clause in the tender document, other than that required from Successful Bidder, shall be disregarded.
12. Registration with APGENCO e-Procurement platform: Only those Bidders, who are registered on the APGENCO e-procurement website, are eligible to participate. For any queries on registration and online bid submission, on APGENCO e-Procurement platform, the bidders may contact HELP DESK provided in the APGENCO e-tender site.

13. The details of e-Procurement tenders can be accessed from APGENCO e-Procurement site, <https://etender.apgenco.gov.in>. You may login using your login id & password to view all tenders available for you. Alternatively, you can access APGENCO e-tender site by using the link provided in [www.apgenco.gov.in](http://www.apgenco.gov.in) website.

**14. Tender Document:**

The Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any clarifications shall be sought from the Tender Inviting Authority, prior to submission of Offer only.

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

**15. Pre-requisites to submit tenders on line:**

You should have a valid User ID and password to access APGENCO e-Procurement site. A system generated password would be sent to you at the time you are registered as a SRM Vendor. You should have a legally valid Class II/Class III digital certificates and encryption certificates as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

You should have internet connectivity, preferably broadband. Tender fee if any, in the form of DD/Pay Order in favour of APGENCO/APPDCL has to be paid along with the tender Documents wherever applicable.

You should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

**16. Instructions for obtaining Digital Certificate:**

In order to bid for APGENCO e-tenders, all the vendors are required to obtain a legally valid Class II/ Class III digital certificate and encryption certificate as per Indian IT Act from the licensed. Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. (<http://www.cca.gov.in/>)

**Steps for obtaining Digital Certificate:** Visit the site of the licensed CA using internet browser. Apply online for a class 3 digital certificate for the designated individual with organization name. Ensure the Digital Certificate is legally valid in India. For making payment and submission of documents required for issue of the Digital Certificate, follow the instructions on the CA's website.

Use the class 3 Digital Certificate thus obtained for online bidding on APGENCO

E-Procurement site. Links to some of the licensed CA's are provided below:



<https://www.tcs-ca.tcs.co.in/>

<https://www.aptsgov.in/>; <https://www.safescrypt.com/>

<https://www.ncodesolutions.com/>; <http://mtnldigitalsignature.com/>

17. **Technical Settings:** For all the technical details & setting, bidders are requested to go through the “Guidelines to Bidders for participating in APGENCO's e-Procurement Tenders” provided in the APGENCO e-Procurement site.  
<https://etender.apgenco.gov.in>.
18. **Bid Attachments:** The bidders should not upload multiple files with same file name. If you wish to upload a new version of an already uploaded file, please ensure that the file name is numbered (e.g. if you have already uploaded a file named abc.pdf and wish to upload a new version of the same, you may upload it with the name abc\_v2.pdf).
19. **Vendor Registration:** The Bidders should submit the online vendor registration requests, well in advance before the Bid submission deadline at least 3 working days before submission deadline.  
All the bidders are requested to view bidder manual (RFx & Auction) i.e., Bidder Training document for Supplier Relationship Management (SRM) provided in the APGENCO e-Procurement site, <https://etender.apgenco.gov.in>.
20. **Submission of Hard copies:**
- All the Bidders shall invariably upload the scanned copies of DD/BG & all other documents in APGENCO e-Procurement System. This will be the primary requirement to consider the bid responsive.
  - Technical Bid evaluation shall be carried out, solely based on the Documents/Certificates etc., uploaded in the APGENCO e-Procurement system and Price Bids of the qualified Bidders shall be opened.
  - APPDCL shall notify the successful bidder for submission of original hard copies of all uploaded documents, DD/BG towards EMD etc., for ensuring their genuineness/authenticity, prior to placement of order. The Successful Bidder shall, at his sole risk & responsibility, submit the same to the Tender Inviting Authority, before stipulated date & time.
  - In case, the successful Bidder fails to submit the Original Hard Copies of uploaded Certificates/Documents, DD/BG towards EMD etc., within the stipulated date & time (OR) if any variation is noticed in the uploaded documents and the original hard copies submitted by the successful Bidder, appropriate penal & deterrent action will be taken as per the rules in force which includes blacklisting of the contractor for three years from participating in any tender of APGENCO/APPDCL.

- e) If any of the documents furnished by the bidder is found, at any point of time, to be false / fabricated /bogus, such Bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**21. Bid Submission Acknowledgement:**

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

- 22. In case of firm or company, the person signing the tender should either be proprietor, Managing Director or Managing Partner (evidence documents shall be submitted). Any other person signing the tender on behalf of any of the persons or on behalf of the company or firms should do so on proper authorization only and attested copy of the letter of authority or power of attorney should invariably be submitted to the tender. Tenders submitted without any such letter of authority are liable for rejection. Any change in address should be promptly intimated.
- 23. The Tenderer should read and understand clearly the tender specification, general and special conditions before uploading of documents and submission of the tender.
- 24. In case of any doubts arising in the description of the work or any other items of the conditions, they can be got clarified from the undersigned before submission of the tender.
- 25. APPDCL reserves the right to reject any or all of the tenders without assigning any reasons whatsoever.
- 26. APPDCL reserves the right for increasing/decreasing the quantity of work involved in the schedule enclosed.
- 27. The Successful tenderer should execute the work to the satisfaction of the concerned officials of APPDCL.
- 28. Any damage/breakage of APPDCL equipment etc., shall be made good by the Successful tenderer at his cost.
- 29. All and any disputes or differences arising out of this transaction or touching this contract should be decided only by the courts situated in Amaravati / Vijayawada/ Guntur only irrespective of place of signing the agreement. No suits or other legal proceedings shall be instituted elsewhere.

30. The tenderer should acquaint himself of the provisions and obligations under contract labour act and Factory Act and if the number of labour engaged attracts the provisions of the said Act, the same should be brought to the notice of the APPDCL beforehand.
31. The tenderer shall comply with all State, Central Laws, Statutory rules, Motor Vehicle rules, regulations etc., Such as payment of wages act, minimum wages act, workmen compensation act, Employers liability act, Industrial disputes act, Employees provident fund scheme, Contract labour regulations and abolition act 1970, and other Acts, Rules, Regulations as are in force for the welfare of the labour and as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The tenderer shall give to the local governing body, police and other relevant authorities all such notices as may be required by law.
32. The tenderer should take necessary precautions against any possible accident to his workers or damage to the equipment and he alone will be responsible for any untoward incidents occurring while carrying out the above work and the APPDCL will not accept any responsibility for loss of any material or T&P during the execution of the work.
33. APPDCL reserves the right to place order for entire quantity on one tenderer, divide the quantity suitably and place orders on different tenderer's, place more than one order on the same tenderer or different tenderers on different dates during the validity period and/or quantities up to the totals indicated in this specification, reduce/increase the quantities, reject any or all the tenders and not to accept the lowest or any tender without assigning reasons.
34. The quantity indicated is purely tentative and if materialization is not done, bidders shall have no right to claim any extra amount.
35. APPDCL reserves the right to amend or modify the tender and its conditions before **SCHEDULE DATE AND TIME** under intimation to the tenderers.
36. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
37. APPDCL may resort to pre-close the contract at any time during the period of the contract without any liabilities or what so ever in the overall interest of APPDCL.
38. APPDCL is having right to cancel the tendering process, if need arises without assigning any reasons whatsoever.
39. In case the work carried out is not satisfactory, APPDCL reserves the right to terminate the contract with 30 days notice.

40. The Successful tenderer shall fully indemnify APPDCL against all claims of whatsoever nature arising during the course of performing the work under contract.
41. Those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment will be considered. The tenders will be opened by the CHIEF GENERAL MANAGER/APPDCL or his nominee at Office of Chief General Manager office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004 on the schedule date mentioned.
42. The price-bids of such tenderers who are determined to have complied with the eligibility criteria will only be opened.
43. Notwithstanding anything stated above, the APPDCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the APPDCL. In this regard the decision of the APPDCL is final.
44. On the due date of submission of bid,
  - i. The bidder including any of their affiliate should not have been blacklisted / banned for participation by any entity during the period of last three years.
  - ii. The term 'affiliate' shall means a company that directly or indirectly controls or is controlled by or is under common control with the bidder and 'Control' means ownership by one company of at least 26% of the voting rights of the other company.
  - iii. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected.
  - iv. The soft copies uploaded by them are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.
45. The tenderer is liable to be disqualified besides blacklisting for a period of three years, if he is found to have mislead or furnished false information in the forms / Statements / Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing of earlier contracts, inordinate delay in completion of works, litigation history, Financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high price etc.
46. If the tender opening date falls on Public holiday, the tender will be opened on the next day.

47. Necessary documents shall be submitted only through online and the hard copies of uploaded documents shall be submitted within the stipulated time.
48. **Language of Bid:** the bid prepared by the bidder and all correspondence and documents related to the bid exchanged between the Bidder and APPDCL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language, as long as such literature is accompanied by a translation of its potential passages in English language in which case, for purpose of in perpetration of the bid, the translation shall govern.  
“The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of the Country in India”.
49. **Bid Currency:** Prices shall be quoted in the Indian Rupees only.
50. **Dead line for submission of Bids:** Bids (Techno-Commercial bid and price bid) shall be submitted in compliance to provision of the bidding documents. No later than the time and date specified in the bidding documents/any subsequent communication from the APPDCL.

51. **Bid Opening and Evaluation:**

i. **Techno-Commercial Bid Opening:**

APPDCL will first open Techno-Commercial Bid, on the date and at the place specified at specification above/any subsequent communication from the APPDCL. Bidder's attendance during the Techno-commercial Bid opening in APGENCO/APPDCL premises is not envisaged. In the event of the specified date for the opening of bids being declared a holiday for APPDCL, the bids will be opened at the appointed time on the next working day.

APPDCL after completion of evaluation of Techno-commercial bids, all the eligible bidders price bids will be opened. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

ii. **Price Bid Opening:**

After the evaluation process of techno-commercial bid is completed, APPDCL will open the eligible bidders price bid only. Bidders whose Techno-commercial

bid is not substantially responsive, and /or not meeting the qualifying requirements their price bid will be rejected and shall not be opened and their bid security shall be returned after receipt of eligible bidder SD and Cost of coal.

Price bids of those bidders, who have been considered qualified and whose Techno-commercial bid found to be responsive, will be opened online. Bidder's attendance during the price bid opening in APGENCO/APPDCL premises is not envisaged.

**52. Award Criteria:**

The technically & commercially responsive and evaluated lowest bidder shall be considered for award.

However, APPDCL reserves the right for increasing/decreasing quantity of material involved depends upon the requirement. APPDCL reserves the right to split up the quantities and award the same among the bidders if necessary for smooth operationalization of the plant at rated capacity.

The awarded quantity by APPDCL to the bidder, to be supplied as delivery schedule, shall be binding on the bidder and bidder shall have any right to seek alternate allocation or any claim on this account from APPDCL.

**53. Contacting the APPDCL:**

No bidder shall contact APPDCL on any matter relating to its bid, from the time of opening of bids to the time Contract is awarded. Any effort by a bidder to influence APPDCL regarding bid evaluation process, bid comparison or contract award decision may result in rejection of the bidder's bid.

**54. Submission of Bid:**

Documents to be submitted online through e tender Mode:

- i. Techno-Commercial Bid: Unconditional Techno-commercial bid submission form (Schedule-VII) duly completed together with the following attachments shall be uploaded in the private area earmarked in the **C-folder**.

**Schedule-I:** The documentary evidence establishing qualification in terms of pre-qualification requirement of Clause No.3.0

Copy of any amendments /addenda/corrigenda /errata /clarification to the bidding documents/minutes of meeting issued by APPDCL duly stamped and signed on each page as a token of acceptance of all terms and conditions contained therein.

Any other document, bidder feels is important to establish the qualifications and fulfill the tender requirements.

The techno-commercial bid should not contain any price content entry. In case the techno-commercial bid is found to contain any price content, such bid shall be liable for rejection.

- ii. Price Bid: the price bid is to be submitted online through e-tendering mode only in Main screen of Bid invitation and shall comprise of following components:
  - a. **Item data:** The bidder shall fill up online in “Basic price conditions” filed the price data against items mentioned in the item data in main screen of bid invitation. The total bid price can be viewed through output preview tab.
  - b. **Attribute in General data:** The attributes, if mentioned in general data, requiring any confirmation/information are too ticked /filled up suitably.
  - c. **Conditions in general data:** Bidder has to fill “Total Landed Price including Taxes & duties” in the Basic filed provided in conditions tab in Item Data. Total bid price shall be reflected in output preview in Main screen of Bid invitation.
  - d. **Documents to be uploaded in Main screen of Bid Invitation:** Unconditional price bid submission Annexure-I duly completed and price schedule shall be uploaded in General data through “Attachment” link provided in Unripe Bid” tab:

**(Bidders may note that bid form (Price Bid) together with its attachment and price schedule should not be uploaded in C folder)**

Price bid should not contain any matter in respect of Technical and /or Commercial aspects other than the details specifically sought in the price Bid. If the technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial bid, the details furnished in Techno-Commercial Bid shall prevail.

55. **Dead line for submission of Bids:** bids (Techno-Commercial bid and Price Bid) shall be submitted in compliance to the provisions of the bidding documents no later than the time and date specified in the bidding documents/any subsequent communication from the employer.

Sd /-

Chief General Manager/APPDCL.

**2.0 Scope of the Work:** The following shall be the brief Scope of the work

- I. Liaisoning with M/s MCL for obtaining Sale orders/Delivery Orders for 6.00 Million MT per annum from M/s MCL, located at Talcher area on account of APPDCL from different mines as per the Delivery Orders issued by M/s MCL.
- II. Lifting of raw coal from allocated mines, arranging transportation of raw coal up to washery, witnessing the Joint sample collection and testing of the samples at Mines by IIA/MCL
- III. Beneficiation of Raw Coal, Transportation of beneficiated coal up to nearest railway siding & stocking at railway siding, placing sufficient Indents daily & Liaisoning with East Coast Railway for rake sanction and duly Co-ordinate with transporter for Placement of rakes, loading in to railway wagons, witnessing the Joint sample collection and testing of the samples while loading into rakes by APPDCL appointed IIA along with APPDCL transporting agency.
- IV. Handling of Rejects and Disposal of Rejects.

**Details of Scope of Work:**

**I. Liaisoning with M/s MCL for obtaining Delivery orders from M/s MCL**

APPDCL will authorize the successful bidder to draw the raw coal as per monthly Linkages allotted by Ministry of Coal / FSA to APPDCL/SDSTPS from coal fields of MCL. Bidder should

- i) Liaison with M/s MCL head quarter officials to release the raw coal Delivery Orders as per the payment made by APPDCL and follow up with various agencies viz., Coal Controller, Railways and coal fields of MCL for all works relating to the execution of linkage.
- ii) Monitoring the loading of raw coal at the pit heads and communicate time to time to APPDCL for lodging any complaints/ issues with the respective authorities in case of any deficiency.

**II. Lifting of raw coal & Transportation of raw coal up to washery and Joint**

**Sampling**

- i. The successful tenderer shall take delivery of the raw coal as per FSA from coal companies on behalf of APPDCL as per sale order/delivery order and as per requirements of APPDCL based on linkage. The loading charges at collieries end will be borne by the coal companies as per the standard practice whereas unloading charges at CPP shall be borne by the successful tenderer.
- ii. The Successful Tenderer on behalf of APPDCL shall adhere to the schedule given by the coal companies for unloading the raw coal at CPP end shall follow-up with various agencies viz. Coal Control, Railway & Coal Fields for all works relating to the execution of linkage & monitoring loading of coal at Pit heads. The washery operator has to communicate time to time to APPDCL for lodging any complaints/ issues with the respective authorities in case of any deficiency.
- iii. Unloading of raw coal from the trucks at CPP.



- iv. Joint Sample collection and testing of ROM Coal: As per the Annexure-II.

**III. Beneficiation of Raw Coal, Transportation of beneficiated coal up to nearest railway siding & stocking at railway siding, placing sufficient Indents daily & Liaisoning with East Coast Railway for rake sanction and duly Co-ordinate with transporter for Placement of rakes, loading in to railway wagons, witnessing the Joint sample collection and testing of the samples while loading into rakes by APPDCL appointed IIA along with APPDCL transporting agency.**

- i. The raw coal so received shall be beneficiated in CPP and the beneficiated coal should have the following specified parameters as mentioned in the Clause No: 2.1
- ii. Surface transportation of beneficiated coal from washery to Railway siding point, unloading at railway siding.
- iii. Indenting the rakes and Liaisoning with East coast railway for rake sanction and duly Co-ordinate with transporter for Placement of rakes is the responsibility of the washery Operator.
- iv. Loading of the washed coal into rakes as per the Indian Railway rules is the responsibility of washery operator for onward transportation to Paradip Port by APPDCL appointed Transporter only. The successful tenderer must ensure the absence of any foreign materials (eg. Stones, shale, oversize boulders, metallic debris etc.,) in the railway wagons before loading the washed coal, by duly coordinating with the transporter.
- v. The successful tenderer has to load the washed coal in to wagons, as per the permissible carrying capacity of each wagon to avoid any charges/ penalties levied by Railways. The 50% of additional railway freight due to under loading of wagons and whatever charges/penalties (ENHC, FAUC, POL, TC, DCLA etc.,) excluding base freight (i.e freight on Chargeable weight) with GST levied by railways shall be to the account of successful bidder only.
- vi. Witnessing the Joint sample collection and testing of the samples from loaded wagons while loading into rakes by APPDCL appointed IIA along with APPDCL transporting agency as per the Protocol. The washery operator shall arrange infrastructure facilities for lighting and drawing of sample from top of the wagons and ensure necessary safety measures regarding overhead electric traction lines.

**IV. Handling of coal Rejects and Disposal**

- i. It is the responsibility of the successful tenderer to properly dispose off all the coal rejects generated. Expenses so incurred shall be to the account of the successful tenderer.
- ii. Rejects generated shall be as per the Yield calculated based on Input ROM Coal quality. DO/Sale order wise reconciliation shall be calculated based on input raw coal quality actual parameters.

- iii. The tenderer shall quote towards the cost/value of disposal/sale of coal rejects per MT basis in the price bid. Reserve price of rejects is minimum at Rs.471.06/- per ton excluding GST on Rejects cost per MT.
- iv. Quarter wise reconciliation shall be carried out jointly by the operator and APPDCL for calculating penalties on Yield.

## **2.1 Washed coal Parameters and % Yield:**

The following are the washed coal parameters after beneficiation of the raw coal and from loaded wagons while loading into rakes, samples for the washed coal will be collected by IIA appointed by APPDCL. Joint sampling and witnessing of sample testing shall be done by IIA along with Washery operator, APPDCL appointed transporter.

Sl.No.	Description	Range
1	GCV (Kcal / kg)	> 4200 (As received basis)
2	Ash % (At 60% RH and 40 Deg C)	Not exceeding 34.0 %
3	Total Moisture %	9.5% (From Nov to June)
		11.5% (From July to Oct)
4	Yield of Beneficiated coal (minimum)	73.5 % for G-12 grade coal
5	Size	(-) 50 mm
6	Fines 0 – 2 mm	15%

## **Yield of Beneficiated Coal (Minimum):-**

The Bidder shall liaison with MCL and shall obtain delivery orders for declared grade (G-12 Grade). In case coal dispatched from MCL are of different grades than the declared grade based on Independent Inspection Agency (IIA) results measured at mines end, the washery should supply the washed coal quantities as per the % yield of Input raw coal grade as mentioned below:

- For G-10 grade-79.7%
- For G-11 grade-76.6%
- For G-12 grade-73.5%
- For G-13 grade-73.5%
- For G-14 grade-70.4%

It is the responsibility of the washery operator to ensure the grade of coal shall be in line with the grade for which APPDCL has paid advance amounts for sale orders.

## **2.2 Raw coal Transportation & Washed coal Transportation:**

- i. After awarding of the Contract, lead distances from the mines at Talcher up to Washery end will be measured jointly.
- ii. After awarding of the Contract, lead distances from the washery up to railway siding will be measured jointly.

- iii. In case any variation in lead distance from mines to washeries is less than +/- 1.0 km, then no revision of rates shall be considered.
- iv. Any change in lead distance beyond one KM, pro rata increase/decrease in rate will be considered.
- v. However the increase in lead distance will be considered based on highest of lead distance quoted and jointly measured lead distance. Similarly, the decrease in lead distance will be considered based on the lowest of lead distance quoted and jointly measured lead distance.
- vi. In case any new mine / coal stockyard, the lead distance will be measured and the nearest distance measured in the above mentioned mines / coal stockyard will be applicable as per clause.
- vii. Raw coal Transportation from mines to washery and Surface Transportation charges of washed coal up to nearest railway siding will be paid to the contractor.
- viii. The Bidders shall submit the details of distance from Mine to washery and Rate/MT for Talcher area. The average transportation cost from mines to washery quoted per MT for 4 mines mentioned below will be considered & included in the evaluation of price bid (Annexure-I).
- ix. The Bidders shall submit the details of distance from washery to Railway siding and Rate/MT Price Bid for Talcher Area. The surface transportation charges from washery to railway siding shall also be included in the evaluation of price bid (Annexure-I).

**Transportation of raw coal from mines in Talcher area to washery:**

The bidder shall quote mine wise transportation Rate/MT as below:

Sl. No.	Mine Name	Rate/ MT	Distance between mines to washery
1	Bhubaneswari		
2	Ananta		
3	Jagannath		
4	Bharatpur		

The average Rate / MT of all four mines shall be taken for evaluation of the tender.

**Diesel Escalation:**

The base price of Diesel at nearest retail outlet applicable for MCL, Talcher area as on Tender date, which shall be considered for making payments.

Diesel Price on the tender date at Talcher area is Rs. 94.00 / Litre.

Raw coal transportation from mines to washery and washed coal transportation to railway siding: The escalation in respect of awarded rates for transportation would be calculated using the following formula as and when prices of diesel are changed:

$$\text{Increase/decrease in quoted rates} = [(D/K) \times (1.05)^c] \times R$$

Where,

D= twice mind of the lead K=kilometer per liter as fixed below.

R=Increase (+) or decrease (-) in price of diesel (in Talcher area) of MCL from base rate on the date on which this tender is floated i.e., Rs. 94.00 / Litre.

C= loading capacity of the truck =16 tone

Constants				Constant Diesel Factor =
Lead	D	K	C	$[(D/K) * (1.05)/C]$
0-5.50	5.5	1.43	16.00	0.2524
5.51 -10.50	15.5	1.43	16.00	0.7113
10.51 -15.50	25.50	1.47	16.00	1.1384
15.51 - 20.50	35.50	1.54	16.00	1.5128
20.51 - 25.50	45.50	2.00	16.00	1.4930

- The above formula is applicable for Raw coal Transportation from M/s MCL mines to washery and washery to railway siding if the Diesel price variation is (+) or (-) 2% of monthly average and no Diesel escalation is allowed for remaining works.

### 2.3 Loading charges in to rakes:

The bidder shall quote loading charges in to rakes at railway siding in Rate/MT.

The Loading Charges shall be included in the evaluation of price bid.

### 2.4 Penalties on Coal Parameters:

#### I. % Total Moisture(As Received Basis)

Penalty for increase in the total moisture of beneficiated coal over the agreed limit on the result obtained during joint sampling and testing at loading end of the washery i.e. during the loading in railway rakes at washery railway siding on monthly weighted average basis.

The successful tenderer/Company shall have to pay penalty at the rate of 1.25 % of beneficiation charges for every 0.1% increase in the total moisture content of Beneficiated Coal as sampled and measured at railway siding during loading into railway rakes for the total moisture of above 9.5% during the months from November to June and above 11.5 % during the month of July to October (or the adjusted value) up to 12%.

In addition to the above penalty, if the total moisture exceeds 12%, for every 0.1% increase in the value of the total moisture over and above 12% up to 15%, a 0.1% pro-rata reduction in the weight of the washed coal received at washery railway siding during loading into railway rakes shall be effected. Hence the landed cost of the coal including raw coal cost upto washery railway siding is to be considered. However, if the total moisture exceeds 15%, no beneficiation charges will be paid or if paid already, the same will be deducted from the subsequent bills.

**Note:** If the Total moisture exceeds more than 15 % for number of times APPDCL has the right to terminate the Total contract at any time or part of contract may be award to other agencies.

**II. % Ash**

Penalty for increase in the percentage of ash content in the beneficiated coal over the agreed limit on the result obtained during joint sampling and testing at washery end railway siding during loading into railway rakes on monthly weighted average basis.

The successful tenderer/Company shall have to pay penalty at the rate of 1.5 % of beneficiation charges of beneficiated coal received at washery railway siding during loading into railway rakes for every 0.1% increase in the ash content of beneficiated Coal as sampled and measured at washery railway siding during loading into railway rakes for the ash content of above 34.0% and up to a cut-off limit of 34.5%. If the Ash content exceeds 34.5%, the beneficiation charges will not be paid or if paid already the same will be deducted from the subsequent bills.

**Note:** If the Total Ash content exceeds more than 34.5 % for number of times, APPDCL has the right to terminate the Total contract at any time or part of contract may be award to other agencies.

**III. Penalties on Lower Yield**

If the quantity of ROM/raw coal for which advance payment was made during a particular quarter to MCL is found to be higher than the quantity utilized for producing Beneficiated coal, but including the quantity of ROM coal left in the bunker/yard, then the cost for that quantity of ROM/raw coal will be recovered from the successful tenderer/bidder.

i.e.

If  $\{c - ((e / \% \text{ Yield}) + d)\}$

is positive, the cost for that ROM/raw coal will be recovered from the successful tenderer.

Where,

c = Quantity of ROM/raw coal for which payment is made to MCL during a particular quarter

d = Quantity of ROM/raw coal left in the bunker/yard of CPP at the end of the quarter

e = Beneficiated coal produced during the quarter

**Yield of Beneficiated Coal (Minimum):-**

The washery should supply the washed coal quantities as per the % yield of Input Raw Coal grade as mentioned below:

For G-10 grade-79.7%, For G-11 grade-76.6%

For G-12 grade-73.5%, For G-13 grade-73.5%

For G-14 grade-70.4%

Washery operator shall make reconciliation in every quarter along with APPDCL. Washery operator shall furnish the following details:

- i. Details of DO/Sale order qty and Date wise lifting quantities
- ii. Input coal quality results certified by Independent Inspection Agency (IIA) as per the above date wise lifting quantities
- iii. Yield calculated on Input coal and lifted quantity details.
- iv. Washed coal produced and loaded in to rakes against the above DO's

- RR wise
- v. Washed coal analysis of rake wise
- vi. Based on the above details, the lesser yield if any shall be considered for levying penalty.
- vii. Average cost of ROM coal for the entire DO shall be the price to be considered

#### **IV. Penalties on Less Drawl of Coal from MCL**

The successful tenderer has to lift total raw coal from MCL mines within the stipulated time period in the delivery orders/sale orders issued by the MCL.

If the contractor fails to lift the entire quantity or partial quantity a penalty of Rs. 30/-per MT will be imposed on the unlifted quantity.

#### **V. Penalties on Delay in Loading of washed coal in to rakes**

The Successful tenderer should draw raw coal from MCL, beneficiate and transported washed coal to siding on continuous basis after receipt of delivery order. The firm shall draw the entire DO quantity, wash in the washery and load into the rakes at railway siding within 60 days from the date of the delivery order/sale order.

Penalty @1.0% per week of delay on value of beneficiation charges shall be levied for the short supplied quantity of washed coal after expiry of 60 days.

#### **VI. Penalties due to improper loading of rakes (Railway Freight):**

The railway freight with GST on the Actual weight for transportation of coal from washery siding to Load Port (Paradip Port) only will be paid by APPDCL. The 50% of additional railway freight due to under loading of wagons and whatever charges/penalties (ENHC, FAUC, POL, TC, DCLA etc.,) excluding base freight (i.e freight on Chargeable weight) with GST levied by railways shall be to the account of successful bidder only.

### **2.5 Quality Monitoring of Washed coal**

#### **a. Joint sampling and Analysis for Washed coal:**

APPDCL will appoint an Independent Inspection Agency (IIA) for sample collection and testing of coal samples. IIA, Transporter and Washery operator have to collect the samples as per the Standards BIS/IS. Samples shall be collected from loaded wagons while loading into rakes at the washery siding area duly following procedure mentioned in IS 436(Part-I)

Independent Inspection Agency (IIA) will prepare the samples for testing of Total Moisture at outside the washeries and in the vicinity of Talcher, in the presence of washery operator & transporter and the testing for the other values shall be at IIA Laboratory. The prepared samples shall be handed over to all the agencies and one sample shall be kept as Referral Sample with lock and key under custody of Independent Inspection Agency (IIA), APPDCL & washery operator. The witnessing of Testing of Total Moisture is the responsibility of washery operator, in case non

witnessing of the sample, the results published by Independent Inspection Agency (IIA) is final and no correspondence will not be entertained in this matter.

The payment of the beneficiation charges will be based on the assessment of quantity and quality of beneficiated coal during the month based on the result obtained during the joint sampling and testing at the loading end i.e., at washery railway siding from loaded wagons while loading into rakes.

However, if there is objection raised by the washery operator / transport operator /APPDCL, the referral samples shall be send to an independent Govt. agency/PSUs as appointed by APPDCL and the charges thereon incurred will be recovered from bills of the party who raised the objection.

However, the challenges shall be raised within 15 days from the date of results published by IIA and the referee sample shall be preserved for a period of 30 days from date of published by IIA.

- b. Further, the successful tenderer shall operate and maintain the On-Line monitoring Systems if any, and APPDCL shall be entitled to use results from the On-line Monitoring Systems to Monitor and Compute the ash percentage (equilibrated) and the total moisture content of the Beneficiated coal being dispatched from the Primary Beneficiation Plant to washery railway siding during loading into railway rakes. The successful tenderer shall permit APPDCL to witness testing of the On-line Monitoring Systems (including without Limitation Calibration Testing) on reasonable notice from APPDCL. If On-line System is not available, manual joint sampling as per ISI Standard shall be adopted.
- c. Facilities for sample collection shall be provided by the successful tenderer at all relevant points where quality parameters are to be determined for raw coal, Beneficiated Coal being loaded into wagons. The provision of required infrastructure for sampling and testing as per BIS will be the responsibility of the successful tenderer.
- d. The successful tenderer shall have to ensure that the GCV, % Ash and % Total moisture of the Beneficiated Coal received at the washery railway siding from loaded wagons while loading into rakes should be within the maximum permissible limits.
- e. The size of Beneficiated coal shall not exceed 50 mm. The Beneficiated coal shall be free from tramp iron etc. and shall not exhibit a temperature in excess of 50°C on loading. The coal fines in the Beneficiated coal shall be at such a level that ensures that APPDCL has no difficulties in handling the Beneficiated coal or discharging the same from conveyor/trucks.
- f. The successful bidder shall follow the protocols given by APPDCL for smooth testing of coal samples at all points.

**2.6. Methodology for implementation of Penalties:**

- i. DO wise quantity, quality parameters shall be considered for levying the penalty on Yield, Lesser drawl of ROM coal from Mines.
- ii. Washed coal Loading details RR wise along with quality and quantity will be considered for levying the penalty of %TM, % Ash, GCV, Delay in Loading of washed coal in to Rakes at Washery Siding.
- iii. In case of any contradictions arises for methodology of implementation of penalties in due course, it is the discretion of APPDCL for imposing the penalties which is beneficial to APPDCL.

**2.7. Payment Method:**

The system of payment of Raw coal transportation charges from Mines to washery, Beneficiation Charges, surface transportation up to washery railway siding and loading into railway rakes for the successful tenderer/Company will be as follows. The billing will be based on monthly basis and the following shall be ensured while submitting the bills.

**a. Transportation of raw coal from M/s MCL Mines to Washery:**

90% of bills/invoices along with full applicable taxes towards Transportation of raw coal from M/s MCL Mines to washery shall be paid for the loaded quantities of the beneficiated coal (in terms of raw coal i.e., with yield arrived) received at washery end railway siding during loading into railway rakes duly affecting penalties leviable as per the quality of the coal received. These bills will be accompanied by Daily Notes and statement showing R/R No., Invoice No., Wagon No. and the net weight along with consolidated statement of ROM coal quantity received for the billing period etc. as the case may be.

**b. Beneficiation charges:**

90% of bills/invoices along with full applicable taxes towards beneficiation charges shall be paid for the quantities of the beneficiated coal loaded in to railway wagons at washery railway siding duly affecting penalties leviable as per the quality of the coal received. These bills will be accompanied by Daily Notes and statement showing R/R No., Invoice No., Wagon No. and the net weight along with consolidated statement of ROM coal quantity received for the billing period etc. as the case may be.

**c. Surface Transportation charges up to railway siding and loading into railway wagons:**

90% of the surface transportation and loading into railway rakes will be paid along with full applicable taxes for the quantity of beneficiated coal loaded in to railway rakes at washery railway siding based on the RR quantity.

All the bills shall be submitted along with Analysis reports of IIA for the washed coal parameters. Bills will be processed with

- i. By verifying with quality results of GCV, % moisture and % ash of the Beneficiated Coal as per IIA report



- ii. Recovery of cost of excess usage of ROM/raw coal because of lower yield coal, arrived on the basis of weighted average cost.
  - iii. Reconciliation of quantity and quality shall be carried out periodically. The monthly payments will be released within 30 days after receipt of the monthly invoices; however, the payment of the last month of any quarter shall be released only after joint reconciliation of quantity and quality by the contractor and SDSTPS for that quarter.
  - iv. The Railway freight for actual weight inclusive of all taxes and duties only for the distance from railway siding to respective destination (Paradip port) will be paid by APPDCL directly to the Railways as per the actual at the time of supply during the contract period.
- d. Balance 10% payment shall be released for every 3 months as admissible after taking into account the following: -
- i. Deductions / recoveries not covered under clause No. 2.4 Penalties above and quality results particularly moisture, ash percentage of the beneficiated coal at the washery railway siding during loading into railway rakes.
  - ii. Recovery of cost of excess usage of ROM/ raw coal because of lower yield coal, arrived on the basis of weighted average cost, computed as per clause No. 2.4(III) i.e. Penalties.
- However, if the deduction is more than the amount of 10% balance payment, the same will be realized from the next bills.
- e. The successful tenderer/Company shall submit the bills for the specified period i.e. 1 to 30<sup>th</sup> for every month along with GST proofs. However the proofs of GST paid shall be submitted in the sub sequent month for processing of next month bills.
- f. APPDCL will release payment of the 90% bill along with full applicable taxes as admissible within thirty days from the date of receipt of bills (complete in all respects) at SDSTPS. The successful tenderer/ Company shall account for necessary deductions in the 90% bill that may be on account of penalties towards quality (Total Moisture %, Ash % and lifting of raw coal).
- g. APPDCL will issue Purchase order :

**Purchase Order will be for the following works:**

- I. Liasoning with M/s MCL for obtaining Delivery Orders for 6.00 Million MT per annum from M/s MCL on account APPDCL from different mines located at Talcher area as per the Delivery Orders issued by M/s MCL.
- II. Lifting of raw coal from allocated mines, arranging transportation of raw coal up to washery, witnessing the Joint sample collection and testing of the samples at Mines by IIA/MCL
- III. Beneficiation of the raw coal, Transportation of the beneficiated coal up to nearest railway siding and Stocking at railway siding, Liasoning with EC Railways, loading in to railway wagons, witnessing the Joint sample collection and testing of the samples while loading into rakes by APPDCL appointed IIA

along with APPDCL transporting agency.

- IV. Handling of Rejects and Disposal of Rejects: Quantity of rejects shall be considered from each DO with all the details of Yield calculation. The same amount will be considered for Billing.
- h. While processing the bills, APPDCL shall finalize the amount of penalty, and any other charges/deductions as per the relevant clauses of the Agreement which shall be deducted from the bills and details shall be provided to the Company while releasing the payment.
- i. All payments to the successful tenderer/Company shall be released by APPDCL through RTGS/Online payment.
- j. Income Tax and any other statutory levies if applicable as on date, will be deducted from the above bills.
- k. APPDCL without any prejudice has the right to recover the excess payments made in respect of prices within state during course of execution of contract.
- l. Beneficiation Charges Invoices shall be raised by Washery operator
- m. Washery coal rejects sale Invoices will be issued by APPDCL.

### **3.0. PRE-QUALIFICATION BID REQUIREMENTS**

#### **(i) QUALIFYING REQUIREMENT FOR THE BIDDERS:**

- (a) The Bidder can be an Individual / Limited Liability Partnership (LLP) / Partnership firm / Company or Consortium / Joint Venture of maximum three (03) members.
- (b) The Joint Venture/Consortium must be the one registered as **“Unlimited Liability Partnership Firm”** in India with names of all the Member(s)/Partner(s) find place in the Registrar of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint Venture/Consortium upto 3 Member(s)/Partner(s) **all from Indian Nationality (or) from Abroad (In case of JV/Consortium with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%)** and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract Agreement/LOI and must furnish under the Indian Partnership Act, with the Registrar of Firms. The terms & conditions of JV/Consortium are as per the Annexure-VIII.
- ii) The Bidder must have an established washery at M/s MCL Talcher area having spare capacity of minimum **2.00** Million Metric tons or more per annum in terms of raw coal as on the original scheduled date of bid opening.

- iii) The bidder should have his Own/leased/Contracted washery having running agreement.
- iv) The Washery should have experience of 1 (One) MMT of raw coal lifting & washing in continuous 12 months, during any of last 5 (five) years. The bidder should furnish the supply experience from the end user.
- v) Bidder should have his Own/MCL allotted siding having coal loading permission by appropriate authority for the purpose of loading and dispatch of washed coal by rail mode. The siding must have an associated and operational in-motion weighbridge located at the loading end, with a valid calibration certificate. The bidder has to submit necessary documents in establishing the above i.e. certification and in operational.
- vi) The bidder should have Positive Net Worth as per the **latest audited financial Statement (as on 31.03.2025)**. Statutory auditors certified certificate shall be enclosed.
- vii) The un-utilized Letter of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by its Bankers, should not be less than INR 50 Crore (Indian Rupees Fifty Crore Only). In case certificates from more than one bank are submitted, the Certified un-utilised limits shall be of the same date from all such banks.
- viii) The bidder should submit the following documents/washery certificates i.e. CFE (Consent for establishment), Factory License, PCB Certificate, Mining license, GST, PAN etc. All the documents shall be having validity as on the date of the tender.
- ix) The average annual financial turnover during the last three years (**i.e FY-2022- 23, 2023-24 & 2024-25**) should be not less than Rs 50.00 Cr.

Sd/-

**Chief General Manager/APPDCL**

#### 4.0 GENERAL, FINANCIAL TERMS & CONDITIONS

The Location of the CPP must be in the Vicinity of M/s. Mahanadi Coal Fields Limited, Talcher area, Odisha as near to the Mines and to the Railhead as possible. The bidder must be able to transport the washed coal on his own from Washery to railway siding.

- a. **Quantity to be handled**: The estimated quantity of coal to be handled is **6.00** Million MT per Annum. The estimated quantity is indicative only and the total quantity may vary based on the coal supply from M/s MCL . APPDCL does not guarantee the quantities to be handled due to either changes in the quantities or other operational reasons. Payment shall be based on the actual quantities received to APPDCL as per the RRs i.e., coal loaded at washery end railway siding. The monthly scheduled quantities will be intimated to the successful tenderer by APPDCL from time to time.
- b. **Contract Period**: The contract period is generally for **two years (24 Months)** from the date of commencement of work. However the entire contract or part of the contract may be terminated at any time before the end of the contract at the discretion of APPDCL without any liabilities whatsoever.
- c. **Contract Price**:  
The tender value excludes cost of raw coal, Railway freight from washery Railway siding to Paradip. The cost of raw coal will be paid by APPDCL directly to MCL.
  - i. The Contract price shall be deemed to include and cover all the aerations works mentioned in the tender documents.
  - ii. The rate is **FIRM** and exclusive of all taxes, levies, and statutory charges as applicable and GST. GST, as applicable shall be paid against submission of documentary evidence. Any variation in GST, will be paid on furnishing documentary evidence. (relevant Government notification).
  - iii. The quoted rate should be in Indian rupees.
  - iv. It is the responsibility of the bidder to acquaint with the various levies and charges to be paid to different authorities for the movement of coal from M/s MCL mines to washery and surface transportation up to washery railway loading point, loading into railway wagons excluding of GST applicable.
  - v. The contract price shall be **FIRM** till completion of the contract period and no variation will be admitted on any account.
  - vi. The contract price will be paid in Indian Rupees as quoted by the bidder.
  - vii. Any other charges/payments for any incidental work arising over and above during the period of contract shall not be entertained.
  - viii. The bidders must have their own information in respect of washability characteristics of G11-G15 grade ROM coal that would be normally supplied on monthly weighted average basis to the washery as per monthly linkages.

- d. The bidder must be able to transport the raw coal on his own from the MCL mines to Washery. However the tenderer will be responsible to execute the entire work of lifting of raw coal, transportation of raw coal from mines to washery, washing the coal and surface transportation up to railway siding, loading in to railway rakes.
  - e. Tenders received from those not having the requisite experience (as per **Clause 3.0**) shall not be considered.
  - f. Normally the tenders should not differ from the terms and conditions and technical specification incorporated in the tender documents of Andhra Pradesh Power Development Company Limited for this scope of work. In case of any deviations the same should be specified in schedule-VII.
  - g. Pre-qualification bid will be opened first to check whether qualification, experience and other requirements are adequate for opening of Price Bid (Part-II). Only those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment will be considered. Notwithstanding anything stated above, APPDCL reserves the right to assess the tenderer's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the APPDCL. In this regard the decision of the Company is final.
- 4.1 VALIDITY OF TENDER:** The tender should be kept valid for **120 days** from the date of Opening of tenders.
- 4.2** The tenderer must upload the copies of Income Tax Returns acknowledgement slips for the years ending March 31st, of 2023, 2024, 2025 and copy of PAN card along with tender. In case of proprietary or partnership firm it will be necessary to produce the aforesaid certificate for the proprietor or proprietors and for each of the partners, as the case may be.
- 4.3 E.M.D (Bid Security):-**
- 1) The tenderer should furnish an EMD of Rs.1,00,000 /- (Rupees One Lakh only) in the form of Demand Draft and **Rs. 9.83 Crore** by way of Bank Guarantee in the prescribed proforma (form enclosed) issued by any Nationalized/Scheduled Banks in India which shall be valid for 270 Days (or) in the form of Insurance Surety Bonds issued as per the IRDAI guide lines.
  - 2) The EMD paid by the successful tenderer will be returned after ensuring the payment of security deposits (Regular SD) and BG towards cost of raw coal.
  - 3) The EMD of unsuccessful tenderer will be returned after issuing of LOI/LOA/PO on lowest bidder.
- 4.4** The bidder shall upload the following information/ Documents in PQB (Part. I).

- i. Details of washery, its total installed capacity, existing tie-ups, at present spare capacity available and relevant certificates in proof of the above.
- ii. Consent to Operate (CTO) issued by the State Govt. Of Odisha.
- iii. Infrastructure facilities available with the tenderer at Collieries.
- iv. Details of network of Offices/Establishments available at Collieries, and other places like MCL headquarters etc.
- v. EMD by way of BG in the prescribed format from any Nationalized/Scheduled Bank with a validity period of Six months and with three months claim period after validity .
- vi. Income Tax Returns acknowledgement slips for the years ending March 31st, 2023, 2024, 2025 and copy of PAN card.
- vii. Copy of GST Registration.
- viii. Relevant documents with regard to owning/leasing of Railway siding.
- ix. Any other certificates relevant with the specification.
- x. Power of attorney to sign the bid documents.
- xi. Signed and stamped tender specification.
- xii. **The Tenderer shall furnish the declaration that:**
  - a. They have not been black listed in any department due to any reasons.
  - b. They will agree to get disqualified themselves for any wrong declaration in respect of the above and get their tender summarily rejected.
  - c. The soft copies uploaded by them are genuine. Any incorrectness / deviation noticed can be viewed seriously and apart from canceling the work duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.

#### 4.5 **SECURITY DEPOSIT:**

The total contract value will be calculated based upon final rate derived for beneficiation charges, loading charges into railway wagons and other charges if any and also considering the Rate/MT offered by the bidder for raw coal transportation and washed coal transportation.

The successful tenderer shall furnish Security Deposit equivalent to 5% of the total contract value, within 15 days from the date of issue of L.O.I/P.O, out of which,

- i) 5% (Five percent) of total contract value is to be furnished in the form of Bank Guarantee issued by a Nationalized / Schedule Bank valid for a period of Thirty months with a claim period of 6 months (or) in the form of Insurance Surety Bonds issued as per the IRDAI guide lines thereafter for proper fulfilment of contract. The S.D will not carry any interest. The successful tenderer shall forth-with (upon intimation of acceptance of his tender) attend the office of Chief General Manager/APPDCL and sign an agreement in the proper departmental form for proper fulfilment of the contract.
- ii) Failure to submit Security Deposit and additional deposits as defined above shall entail forfeiture of EMD. The S.D will be refunded at the end of contract only if the

contract is completed to the APPDCL's satisfaction and on issue of a certificate by the concerned officer.

iii) The security deposits will be returned after fulfilling all the contractual obligations.

- 4.6 BG Towards Coal Cost:** Further, the successful tenderer will be required to submit another Bank Guarantee from any Nationalized/Scheduled Bank in India in favour of APPDCL equivalent to the cost of **Ten days raw coal (including taxes, duties, Cess, royalty etc.)** which may be called as "Bank Guarantee towards cost of coal" with validity period of Thirty months with a claim period of 6 months thereafter. This shall be retained by APPDCL throughout the business period i.e. up to 6 months after expiry/ termination of the Agreement whichever is applicable, as security towards cost of coal which will be in possession of the successful tenderer. Any claim on account of shortage/claim on the quality and quantity of the coal would be recoverable from this bank guarantee if they were not settled through the Bills raised during operation. At present, the raw coal cost Rs.1572/- per MT of raw coal.  
The Bank guarantee will be returned after fulfilling all the contractual obligations.
- 4.7 PRICE BID:** The bidder shall quote basic prices, applicable taxes if any, Goods Service Tax and applicable GST rates separately.
- 4.8 INSPECTION:** The accredited representative of the APPDCL shall have access to the Successful tenderers operations at any time during working hours for purpose of inspection of the work. The Successful tenderer shall provide necessary arrangement for such inspection.
- 4.9 SUBLETTING OF CONTRACT:** No part of the contract shall be sublet without written permission from APPDCL nor transfer shall be made by Power of authority to others for receiving payment on the Successful tenderer's behalf.
- 4.10 SPLITTING OF CONTRACT:** The tenders may be split up and given to more than one Successful tenderer and the APPDCL reserve the right to such splitting of the contract.
- 4.11 JURISDICTION:** If any disputes or differences arising out of or touching the contract against this specification shall be decided only by the Courts or Tribunals situated in Amaravati/Vijayawada cities irrespective of place of signing agreement. No suit or other legal proceedings shall be instituted elsewhere.
- 4.12 FORCE MAJEURE:** The Successful tenderer will not be liable for delay for failing to handle and movement of the material for reasons of "Force Majeure" such as acts of God, acts of public enemy, acts of Government, fires, floods, strikes, lockouts etc. The Successful tenderer shall within 10 days from the beginning of such delay, notify to the APPDCL in writing the cause of delay. The APPDCL shall verify and grant such extension of time as facts justify.  
No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.

**4.13 INSURANCE:** Total raw coal and washed coal shall be insured from M/s MCL mines to loading into railway rakes at washery end railway siding. The payment of the insurance is in the scope of the contractor

**4.14 DEDUCTION OF INCOME TAX AT SOURCE:** Income Tax will be deducted at source from the bills of the Successful tenderer as per the provisions of the Income Tax Act as and when payments are effected.

**4.15 Goods and Service Tax (GST):** In addition to the Income Tax acknowledgment slips, the tenderer shall enclose GST registration certificate, as mentioned in the PQR **Clause: 3.0** indicating financial soundness of the tenderer.

Xerox/Photostat copies of documents will be accepted only after verification with the originals. The tenderer shall produce the originals for verification.

**4.16** The Successful tenderer shall Transport the washed coal to Railway siding and load the Beneficiated Coal into railway wagons as per Indian Railway rules. The successful tenderer will have to arrange the loading of Beneficiated Coal into wagons ensuring the desired correct weights within the permissible limits of Indian Railways. Indenting of the wagons from the Railway will be done by APPDCL in consultation with the successful tenderer but APPDCL shall not be responsible for failure of the Indian Railway to supply wagons. Underutilization or stoppage of the plant on this account will be to successful tenderer's/Company's account.

Demurrage, damage to wagons and theft of wagon parts in the siding etc. whatever charged by the Railways, shall be payable by the successful tenderer.

**4.17 RESPONSIBILITIES OF THE SUCCESSFUL TENDERER:**

- i. The Successful tenderer has to draw raw coal from MCL, beneficiation and transport the washed coal to washery railway siding on a continuous basis after receipt of delivery order. The Successful tenderer should lift the total coal and wash it and load the entire quantity of washed coal at the washery rail way siding within 60 days from the date of receipt of delivery order for raw coal.
- ii. The successful tenderer shall be intimate the daily progress i.e., lifting of raw coal quantity day wise, washed quantity, raw coal available at plant, washed coal available at plant, balance quantity to be lifted etc., should be intimated to APPDCL official by mail and SMS/WhatsApp to the address and numbers given by APPDCL.
- iii. The Successful tenderer must always be in a position to press into effective service adequate equipment like trucks, Dumpers, Front end Loaders/Pay loaders/ Proclaimers, mobile cranes with suitable grabs besides Heavy Duty Bulldozers/ Shovels in good working condition to ensure smooth clearance/stacking and wagons loading, as per stipulated standard of operations. The Successful tenderer must be in a position to suitably increase the number of various equipment mentioned above. This equipment may be either owned or controlled by him. In any case, the Successful tenderer shall not depend on the APPDCL for making such equipment available to him and it will be his sole responsibility to organize this equipment himself.



- iv. The Successful tenderer shall be responsible for the prompt filing of required documents and remittances to State, Central Governments. MoEF and Pollution control Board.
- v. The successful tender shall obtain Mining Licences from Govt. of Odisha if any required APPDCL for operations
- vi. The successful tenderer shall be in a position to furnish necessary form and online data submission as per the norms of the State /Central government acts.
- vii. The successful tenderer shall be in a position to place sufficient tippers and other equipment to lift the raw coal within the stipulated period given by M/s MCL.
- viii. Charges levied by the D.B. for labour utilization will be paid to the D.L.B. directly by the Successful tenderer.
- ix. During the transportation of washed coal, the tippers shall ply only along the authorized route. If any tipper is found with any quantity of coal at any place not falling within the authorized route, it shall be deemed to be violation of the contract obligation on the Successful tenderer part and APPDCL shall have the right to forfeit the security deposit. The Successful tenderer shall also be liable to be blacklisted. It shall not be a defence on Successful tenderer part to plead that the tipper was taken in an unauthorized route due to the mistake or negligence of the driver or cleaner or other employees appointed by the Successful tenderer due to the mistake or negligence of the third parties.
- x. The Successful tenderer will be held responsible for plying the tippers in unauthorized routes and the above penalties can be imposed on the Successful tenderer notwithstanding that the Successful tenderer have no personal responsibility for the deviation from the authorized route, the cost of such coal shall be recovered from Successful tenderers bills at market prices prevailing at the relevant time.
- xi. The tippers should be in a working condition and there should not be any spillage of coal during the transportation of coal from the loading point to unloading point.
- xii. The tippers should be covered with Tarpaulin to avoid spillage and flying of coal dust during the transportation of coal from the loading point to unloading point.
- xiii. Any contravention by the Successful tenderer or any person employed by the Successful tenderer or acting on behalf of the Successful tenderer or any of the terms of contract or any provisions of the Act, Rules, Regulations or APPDCL's standing orders or any Rules regarding conduct and discipline as formulated by the company would be communicated in writing to the Successful tenderer. After having been informed of such contraventions, if the Successful tenderer fails to take appropriate action, the APPDCL has the right to refuse entry of the person responsible for such contravention of the premises till the cause of such contravention is removed or by the assurance of the Successful tenderer in writing of the action taken about non-recurrence of such contravention.

- xiv. It is the Successful tenderer's sole responsibility to protect the public, his employees and the vehicles against accidents due to any cause and he will at all times indemnify the APPDCL against all claims under any statutory Acts (or) rules there under (or) otherwise for (or) in respect of any damage, injury (or) fatal and compensation payable in consequence of.
- xv. No claim shall lie against APPDCL for Successful tenderer faults or Successful tenderer representatives or from Successful tenderer employees or any third party in the execution of the contract. If APPDCL is made liable for such claims by any court or authority, the same should be reimbursed to APPDCL by the Successful tenderer, as if APPDCL has paid on behalf of the Successful tenderer.
- xvi. The Successful tenderer shall obtain license/road permits/test certificates etc., from competent authority for the equipment like cranes/dumpers/ bulldozers/pay loaders etc., employed by him.
- xvii. The Successful tenderer should keep himself apprised and be thoroughly conversant with the rules and regulations of the Pollution control Board and State/Central government rules and regulations regarding pollution norms etc.,
  - a. The Successful tenderer shall be responsible for any damages arising out of or in consequence of negligence on the part of Successful tenderer or any of his servants.
  - b. The Successful tenderer shall abide by all instructions and directions issued to him by APPDCL or the authorized officer in respect of the execution of the contract.
- xviii. The Successful tenderer should at all times have a well-organized establishment with skilled and experienced staff for proper administration/control, supervision over the operation/equipment/staff employed etc.,
- xix. The Successful tenderer shall make his own arrangements for all the equipment, tools and tackles and other requirement other statutory rules of the State/Central Government, i.e. hand gloves, slings, shovel, goggles, shoes, etc., and other contrivances, manual or mechanical and man power required for the execution of the work. No priority or recommendation letter for procurement of equipment or tools and tackles shall be given by APPDCL. The Successful tenderer should ensure that all the anti-pollution measures are strictly implemented throughout the currency of the contact at his own cost.
- xx. The Successful tenderer shall adequately insure his equipment, staff and other enabling services for the entire period of contract against accident, fire hazards as well as third party insurance covering men/materials/ equipment/cargo properties, etc.
- xxi. The Successful tenderer shall fully apprise himself of all the facilities like Railways siding, lighting arrangements, equipment, etc. The APPDCL is not bound to make available its equipment and services to the Successful tenderer for carrying out the operations.
- xxii. The Successful tenderer shall, whenever required, at his cost ensure proper printing and stationery materials according to the formats as prescribed by the APPDCL.

- xxiii. No claims for any damage/demurrage/detention/idle charges for transportation equipment, labour and other enabling facilities organized by the Successful tenderer in connection with handling and transportation operations shall be payable to the Successful tenderer under any circumstances whatsoever.
- xxiv. The Successful tenderer should ensure transport of entire quantity as specified above by providing sufficient number of tippers. In case APPDCL is forced to make alternate arrangements for transport of balance coal on account of the failure of the Successful tenderer to provide sufficient number of tippers, the additional cost will be recovered from the Successful tenderer. In case the Successful tenderer failed to deploy sufficient number of tippers, APPDCL shall have the right to engage other Agency for transportation of coal and the difference in the rate of such transport, if any, will be recovered from the pending bills, Security Deposit amount and also from the bills of other contracts of the Successful tenderer, if any.
- xxv. The successful tenderer should witness the sampling and testing carried out by the Independent Inspection Agency (IIA) appointed by APPDCL at mine end as per the Annexure-II (Protocol).
- xxvi. The successful tenderer/bidder shall follow the protocols given by APPDCL for sample collection, preparation and testing at washery end as per the Annexure-II.

#### **5.0 PURCHASE ORDER**

- a. APPDCL will issue Purchase Order to the successful tenderer/Company to
  - i. Lift the raw coal from M/s MCL mines, beneficiate and loading in to rail way rakes for onward movement.
  - ii. Handling of Rejects
- b. During the period of contract, APPDCL shall have the right to terminate the P.O giving 30 days advance notice without any liability to them.
- c. In the event of conflict/contradiction between provisions of Tender Document and Purchase Order, provisions of Tender Document shall overrule, and any provision of Tender document, which is not covered in Purchase Order, shall also be considered as a part of Contract P.O.

#### **6.0 TERMINATION OF THE PURCHASE ORDER**

- 6.1 If the successful tenderer/Company fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the P.O on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 15 days of notice by specifying such default and requiring such default to be remedied then APPDCL will be entitled to terminate the P.O.
- 6.2 APPDCL reserves the right to terminate the P.O without any liability, in case the successful tenderer/Company.

- i) Fails to furnish the signed financial document/Security Deposit within the stipulated period (as specified by the successful tenderer/ Company) after acceptance of the **LOI/P.O.**
- ii) Goes into liquidation.

**6.3 LAW GOVERNING PURCHASE ORDER**

The Purchase Order shall be governed by the law as is applicable in India and shall be construed in accordance thereto. Andhra Pradesh High Court at Vijayawada only shall have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of the Purchase Order.

- 6.4** APGENCO/APPDCL purchase management system manual shall be followed in all the cases which are not specifically covered by the above clauses. Further the APGENCO/APPDCL purchase system manual is available in the APGENCO/APPDCL website i.e., [www.apgenco.gov.in](http://www.apgenco.gov.in).

**7.0 Special Conditions of the Contract (SCC):**

The contractor shall arrange to carry out any other operations as instructed by APPDCL officials though not specifically mentioned herein in this scope, but essential for completing the “Lifting of 6.0 MMTPA of raw coal from M/s MCL mines, Transportation up to Washery, beneficiation, Washed coal transportation up to nearest Railway siding and loading in to Railway wagon for a period of Two years” arising out of exigencies without any extra cost.

**Sd/-  
Chief General Manager/APPDCL.**

## SCHEDULE-I

## DETAILS OF SIMILAR TYPE OF WORK AND MAGNITUDE CARRIED OUT BY THE TENDERER

NAME OF THE TENDERER:

Sl. No	Installed capacity of washery and location	Availability of spare capacity as on date	Name of the work with full description	Quantity of raw coal transported in MT & Beneficiation in Tons	Particulars of the organisation for which the work was executed	Period of the contract	Value of the order.	Commencement of contract date & Completion date	Maximum raw transportation from Mine to washery & Maximum beneficiation per day
1	2	3	4	5	6	7	8	9	10

Seal of the Company

Name of the Firm

Name &amp; Signature of the Tenderer

Designation

Date





**SCHEDULE –IV**

**Available Spare Quantity and quantity for which Tender is participating**

S No	Name of the Washery	Details of the Capacity in MMT per Annum		
		Washery Installed Capacity	Available Spare Capacity	Quantity for which Tender is Submitted

Seal of the Company

Name of the Firm

Name & Signature of the Tenderer

Designation

Date



## SCHEDULE –V

## DETAILS OF TECHNICAL PERSONNEL OF THE TENDERER

S.No.	Description	Name	Qualification	Professional experience and details of work carried out.	Remarks
1	2	3	4	5	6
1	Tenderer himself if he is professionally qualified.				
2	Supervisory Staff.				
I)					
ii)					
iii)					

Seal of the Company

Name of the Firm

Name &amp; Signature of the Tenderer

Designation

Date

**SCHEDULE -VI****DETAILS REGARDING FINANCIAL STANDING OF THE TENDERER**

(Here the balance sheet for the last financial year annual turnover, debit equity rating and other relevant financial parameters and the proof of their credit standing may be furnished).

The following particulars may be filled in.

S No.	Name of the Bank	Actual balance at the credit of the contractor.	Permissible over draft.	Total credit	Remarks
1	2	3	4	5	6

Seal of the Company

Name of the Firm

Name & Signature of the Tenderer

Designation

Date

**SCHEDULE – VII****Deviations**

Dear Sir,

SUB: Tender Specification No.

-oOo-

We hereby confirm that the following are the only Deviations and Variations, (both Technical as well as commercial), from the Specifications/Requirements stipulated in the aforesaid Tender Specification. These are irrespective of what-so-ever has been stated to the contrary anywhere else, in Our Offer No. \_\_\_\_\_, Dt. \_\_\_\_\_.

These Deviations and Variations are exhaustive and except for these, the entire project will be executed as per the requirements of the aforesaid Tender Specification.

S. No.	Description of Deviation	Ref. Of Page & Clause of Bid Documents	Monetary implications of the conditions, in case of withdrawal	
			(Rs. In figures)	(Rs. In Words)
	(A) Technical			
	(B) Commercial			

Note: The Tenderer should indicate, in this Schedule, the amount(s), if any, which he would charge extra (in addition to the rates quoted by him), for withdrawing his conditions/deviations & accepting the condition as stipulated in the Tender Specification/Documents. (Use additional sheet of same size and format, if necessary).

	Name of the Tenderer	:	_____
	Signature of Authorized Representative	:	_____
	Name	:	_____
	Designation	:	_____
Seal of the Company	Date	:	_____

**SCHEDULE - VIII**

**Details regarding specific acceptance of important clauses of terms and conditions.**

The tenderer shall confirm acceptance of the following clauses.

Clause No.

1. Earnest Money Deposit : 4.3 of General, Financial Terms & Conditions
2. Validity : 4.1 of General, Financial Terms & Conditions.
3. Security Deposit : 4.5 of General financial terms & Conditions
4. Terms of payment : 2.7 of Scope of Work
5. Penalty : 2.4 of Scope of Work
6. Income Tax clearance Certificate : 4.2 of General Financial Terms & Conditions
7. Prices : 4.0(C) of General Financial Terms & Conditions
8. Quality of beneficiated coal : 2.1 of Scope of work
9. Deviations if any from the term: Schedule-VII and conditions of the specification.

Seal of the company

Name of the firm

Name & Signature of the tenderer

Designation.

Date.

**ANNEXURE - I( For Talcher area)**  
**PART-II (PRICE BID) Not to be uploaded with PQB**

**NAME OF THE WORK:** “Lifting of 6.0 MMTPA of raw coal from M/s MCL mines, Talcher area Transportation up to Washery, beneficiation, Washed coal transportation up to nearest Railway siding and loading in to Railway wagons for a period of Two years, for onward movement by others to SDSTPS of APPDCL.”

**Price Bid for scope of the Work:**

Sl.No	Category	Type of Coal to be considered	Base Rate/ ton Rs. Ps.	GST		Final rate/ tonne
				% of GST	GST in Rs	
<b>A</b>	<b>Total charges for Washery operator</b>					
a.	Transportation Charges from the mines of MCL to CPP (washery)	Raw coal				
b.	Beneficiation charges	Raw coal				
c.	Surface Transportation charges of beneficiated coal from Washery to Railway siding/rail way loading point and rejects disposal.	Washed coal				
d.	Loading charges in to railway wagons	Washed coal				
e.	Other Charges if any	Raw coal				
<b>B.</b>	<b>Rejected Coal</b>					
	Cost/Value of coal rejects per MT to be passed on to APPDCL	Rejects coal				
Net Amount (A-B): Rs. /MT of Raw coal beneficiation						

**Net amount: A-B where A=a+b+c+d+e**

**% Yield: The bidder to supply the washed coal as per the Yield 73.5 % for G-12 grade.**

**1. Evaluation of the Bids :**

Evaluation of the Bids will be based on one MT of Washed coal production by considering the following.

- Transportation Charges from the mines of MCL to CPP (washery)
- Beneficiation charges
- Surface Transportation charges of beneficiated coal from Washery to Railway Siding/rail way loading point and rejects disposal.
- Loading charges in to railway wagons
- Other Charges if any

Average transportation charges from all the 4 mines as per the clause 2.2 of MCL to CPP shall be indicated at S.No. (a).

**Cost of Per MT of Washed coal production will be:**  $\{(((a+b+e)/0.735) +c+d]*1.18)-(B*0.265)/0.735)*1.18\}$

2. Raw coal Transportation charges from Mines and Washed coal transportation charges up to Siding will be paid as per the Clause No: 2.2 & 2.3

**Note :**

1. Reserve price of Rejects is minimum at **Rs.471.06/-** per tonne. Bidder shall quote above **Rs 471.06/-** only.
2. In case of any discrepancy in the quoted rate in figures to words, the rate mentioned in the words will be considered as the rate quoted.
3. This price bid shall be uploaded in the commercial template while submitting the tender online but not in technical template. The evaluation of the price bids will be done on the basis of the price bids uploaded in commercial bid template only.
4. The rates quoted shall be clearly indicated with applicable taxes and duties.

Seal of the Company

Name of the Company

Name & Signature of the tenderer

Designation

Date.

## ANNEXURE - II

### Protocol to be followed by Washery Operator at MCL for witnessing the Sample collection and testing of Raw coal

\*\*\*\*

1. APPDCL having tripartite agreement with M/s MCL and Independent Inspection Agency (IIA) will carry the testing of raw coal at MCL mines.
2. Sampling of Raw Coal shall be carried out at MCL mines (which is to be lifted to washery) as per SOP of Independent Inspection Agency (IIA) or any other testing agency as selected by APPDCL and accepted by Mines authority. This sample is treated as **representative** for entire Truck/Lot as the case may be. This process shall be witnessed by washery operators (on behalf of APPDCL) along with MCL staff and Independent Inspection Agency (IIA) representatives. APPDCL staff can supervise the process at any time randomly.
3. After sampling, preparation of testing representative sample has to be carried as per SOP of Independent Inspection Agency (IIA). This sample shall be treated as representative for entire Rake/Lot as the case may be. This process shall be witnessed by washery operator (on behalf of APPDCL) along with MCL staff and Independent Inspection Agency (IIA) representatives. APPDCL staff can supervise the process at any time randomly.
4. Independent Inspection Agency (IIA) will make arrangements such that preparation of representative sample should be carried immediately after sample collection from trucks and testing of TM should be carried immediately after preparation of Representative sample. Energy sample (used for testing GCV, Ash, IM, and VM) will be carried at nearest NABL lab of IIA.
5. Testing of Total Moisture is to be carried immediately after preparation of representative sample of the Truck duly following Two stage method mentioned in IS 1350 Part-I. Testing of Other quality parameters GCV, Ash, IM, VM shall also be carried out by Independent Inspection Agency (IIA) as per the IS standards. Results should be produced on equilibrated basis. All testing shall be carried in NABL accredited labs only. The deviation in collection / testing of the samples shall be intimated to MCL / Independent Inspection Agency (IIA) along with APPDCL immediately.
6. Independent Inspection Agency (IIA) normally perform the testing of the samples as per the following standards and the washery operator shall follow accordingly :
  - a. Ash, Moisture & Total Moisture will be tested as per IS 1350 (Part-I), 1984 reaffirmed 2013 / ASTM D 7582-15.
  - b. GCV will be tested as per ASTM D-5865-13.
  - c. Sulphur values has been put in the Bomb Calorimeter as determined in the laboratory (ASTM D 4329-17)
7. Officials of APGENCO/APPDCL can supervise the process at any time and have authority for suggesting improvements after discussing with MCL authorities.

8. Results will be produced by Independent Inspection Agency (IIA) within **15 working days**. Washery operator shall Liaison with Independent Inspection Agency (IIA) for furnishing of the results without any delay.
9. Raising the request for referee sample testing will lies with Washery operator and washery operator shall raise the objections as per the procedure if there are deviations in the parameters and ensure the results in time. Washery operator shall bind to the results after referee sample results.



**Protocol of Sample Analysis at Washery Outlet:**

IIA appointed by APPDCL will take up the Sample collection, sample preparation and testing with the following procedure. Along with IIA, Washery operator and Transporter representative shall present and witness the sample collection, sample preparation and Total moisture testing.

1. Sample shall be collected from loaded wagons while loading into rakes at Washery siding area duly following procedure mentioned in IS: 436 (Part-I). One gross sample shall be collected for every rake.
2. After collecting the gross sample, it shall be taken for preparation immediately by taking proper care (Transportation in air tight containers/Bags) in transporting gross sample to sample preparation room.
3. Division of sample by coning and quartering method shall be carried out to arrive laboratory sample for testing as per IS: 436 (Part-I).
4. Total moisture sample (12.5mm size) shall be taken for testing immediately after preparing Laboratory sample and analysis of Total Moisture shall be carried out as per IS 1350 (Part-I), Clause 6.4.
5. Testing of Total moisture shall be carried out at the laboratory of IIA which is nearer to washery. Transporter and washery operator shall also witness the sample collection, sample preparation and TM testing.
6. Laboratory sample shall be divided into five parts A, B, C, D and E
  - A. Sample to be handed over to APPDCL/APGENCO
  - B. Sample to be taken by IIA.
  - C. Sample to be handed over to washery operator.
  - D. Sample to be handed over to transporter.
  - E. Sample to be kept as referee with lock and Key (under Control of IIA, APPDCL and washery operator)
7. Testing of energy sample (GCV, IM, VM and Ash) shall be carried out in the nearest NABL lab of IIA.
8. IIA has to test the samples with the instruments having valid NABL certification.
9. APGENCO/APPDCL officials can visit the lab of IIA or all other preparation sites and witness of sample collection, sample preparation and testing at any time as a part of supervision of the work.
10. IIA shall co-ordinate their own staff working at different laboratories to ensure the coal analysis is carried out as per standards without any deviations.
11. IIA shall deploy the required man power for sample collection, transporting to preparation room, sample preparation and testing. IIA shall prepare the laboratory sample after sample collection of that particular vessel. Results of TM pertaining to each rake shall be submitted on the third day of sample collected. Results of Energy sample shall be submitted within 7 working days.

12. Photography/Videography may be done by any party for more transparency and fairness of sampling procedure. The other parties will provide necessary support for the same.
13. **Testing of referee sample will be considered on dispute raised by concerned parties subjected to the following conditions.**
  - a) Dispute can be raised by transporter/washery operator, if the variation in % ASH is more than 0.5% between the IIA results and the results of coal sample handed over to transporter/ washery operator results obtained from the NABL accredited lab only. Further the transporter/ washery operator has to raise the dispute within 15 days only from the date of receipt of IIA test report. Any dispute raised after 15 days from the date of receipt of IIA test reports will not be entertained in any case.
  - b) Dispute can also be raised by APPDCL if the variation of Ash is more than 0.5% between the results of IIA and results of coal lab of SDSTPS with due intimation to concerned parties.
  - c) Referee sample can be sent for testing to any coal testing labs of Central Govt. /PSU's having NABL accreditation by APPDCL and the referee sample results are final and shall binding by all the parties.
  - d) Referral sample shall be preserved for 30 days only from the date of receipt of IIA test reports. Referee sample under the joint lock and key by IIA and APPDCL with proper security.
  - e) If transporter/washery operator raised the dispute and requested for referee sample testing the referee sample will be sent to concerned labs by APPDCL only and the expenditure incurred towards transportation and testing charges shall be borne by the dispute raised party only,
  - f) No correspondence will be entertained in any case, once party signed the joint analysis report of %TM.

**Annexure-III**

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

**BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT**

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

Bank Guarantee No:

Date:

Valid Up to:

Claim Period up to:

In consideration of the Andhra Pradesh Power Development Company Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APPDCL' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004, Andhra Pradesh having agreed to exempt ( Name of the Tenderer/Vendor / Contractor / Supplier) having its registered office at \_ (hereinafter called the said Tenderer/Contractor which term includes Supplier), under the terms and conditions of the Tender Notification No.

,Dated payment of EMD of Rs... ..... ( Rupees -----only ) is payable part of EMD for the due fulfilment by the said Tenderer/Contractor of the terms and conditions contained in the said Tender for \_\_\_\_\_ , on production of a Bank Guarantee for Rs. \_\_\_\_\_(Rupees \_\_\_\_\_only).

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary contained hereinabove:

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

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

In witness where of signed this Guarantee on this \_\_\_\_\_Day \_\_ Year\_\_\_ for \_\_ Bank at

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

Designation:

Address:

**Annexure-IV**

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

**PROFORMA OF BANK GUARANTEE FOR THE SECURITY DEPOSIT (SD)**

Bank Guarantee No:

Date:

Valid Up to:

Claim Period:

In consideration of the Andhra Pradesh Power Development Company Limited (An enterprise of the Government of Andhra Pradesh') (hereinafter referred to as "APPDCL" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004, Andhra Pradesh, India agreed to exempt (Name of the contractor, Supplier/Vendor) having its registered office at ----(herein after called the said contractor/Supplier/Vendor) from the demand/payment of Security Deposit payable under the terms and conditions of the contract/Purchase order/Work order No. ,Dated made between the APPDCL and (Name of the Contractor/Supplier/Vendor) for supply/Commissioning/rendering services/execution of work----(herein after called 'the said contract/Agreement'), on production of a Bank Guarantee for Rs.-----  
-----(Rupees-----Only).

At the request of -----(Tenderer/contractor) We,-----,(hereinafter referred to as the "Bank"), having Registered/Head office at ----- and a branch at ----being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the APPDCL without any delay or demur, merely on your first demand any sum or sums up to a maximum amount but not exceeding Rs------(Rupees-----) in the event of any breach by the said Tenderer/Contractor of any of the terms and conditions contained in the said contract/Purchase order/work Order No. Dated.

We .....(indicate the name of the bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Andhra Pradesh Power Development Company Limited. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only.)

We undertake to pay unconditionally to the Andhra Pradesh Power Development Company Limited any money so demanded notwithstanding any

dispute(s) raised by the Contractor/Supplier/Vendor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or any other Authority relating thereto our liability under this present being is absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the Arbitration proceeding or by any other Authority.

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

We, (Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Agreement and that it shall continue to be enforceable till all the dues of the APPDCL under by virtue of the said Contract/Agreement have been fully paid and its claims satisfied or discharged or till the concerned authority of APPDCL certifies that the terms and conditions of the said Contract/Agreement have been fully and properly carried out by the said Contractor/Supplier/Vendor and accordingly discharge the guarantee, subject to however that the APPDCL shall have no right under this bank guarantee after expiry of \_\_\_\_\_ (period) from the date of its execution. BG is to be valid till-----Unless a demand or claim under this guarantee is made on us in writing on or before the -----, we (Indicate the name of the Bank) shall be discharged from all the liability under this guarantee thereafter.

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

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

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

1. This Bank Guarantee is unconditional and absolute
2. Claim against this Bank Guarantee shall be honoured without any delay or demur: and

3. This Bank guarantee covers all the losses, claims, damages and Costs suffered by the APPDCL against the said Contract/Agreement.

Notwithstanding anything to the contrary contained herein above:

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

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

In witness where of signed this Guarantee on this \_\_\_\_Day \_\_ Year\_\_for \_\_\_\_Bank at  
(Signature(s) of Authorised Personnel of the Bank with Seal)

Designation:

Address:



Annexure-V

**FORM OF BANK GUARANTEE TOWARDS COST OF RAW COAL**

**(To be executed on Rs.100/- Stamp Paper)**

**PROFORMA OF BANK GUARANTEE FOR THE PERMANENT PERFORMANCE (PPBG)**

Bank Guarantee No:

Date:

Valid Up to:

Claim Period:

In consideration of the Andhra Pradesh Power Development Company Limited (An enterprise of the Government of Andhra Pradesh') (hereinafter referred to as "APPDCL" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Indian Companies Act, 1956 read with subsequent amendments and Act(s) and having its registered office at 2nd Floor, APPCC Building, Vidyut Soudha, Gunadala, Vijayawada-520 004, Andhra Pradesh, India has agreed to accept upon request of (Name of the Contractor/Supplier/Vendor) having its registered office at ----(herein after called the said contractor/Supplier/Vendor) this Bank Guarantee No.-----, Dt--- for making payment without effecting recovery of 10% of the value of Contract/Agreement/Purchase Order/Work Order towards Performance Guarantee for the satisfactory fulfilment of the Contract/Agreement/Purchase order/Work order under the terms and conditions of the Contract/Agreement/Purchase Order/Work order No. \_\_\_\_\_, Dated \_\_\_\_\_ made between the APPDCL and (Name of the Contractor/Supplier/Vendor) for supply/Commissioning/rendering services/execution of work\_\_\_\_(herein after called 'the said Contract/Agreement'), on production of a Bank Guarantee for Rs.------(Rupees -----only).

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

we .....(indicate the name of the bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any

demur, merely on a demand from the Andhra Pradesh Power Development Company Limited. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only.)

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

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

We \_(Indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/Agreement and that it shall continue to be enforceable till all the dues of the APPDCL under by virtue of the said Contract/Agreement have been fully paid and its claims satisfied or discharged or till the concerned authority of APPDCL certifies that the terms and conditions of the said Contract/Agreement have been fully and properly carried out by the said Contractor/Supplier/Vendor and accordingly discharge the guarantee, subject to however that the APPDCL shall have no right under this bank guarantee after expiry of \_\_\_\_\_ (period) from the date of its execution.BG is to be valid till-----.

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

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

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

1. This Bank Guarantee is unconditional and absolute

2. Claim against this Bank Guarantee shall be honoured without any delay or demur:

and

3. This Bank guarantee covers all the losses, claims, damages and Costs suffered by the APPDCL against the said Contract/Agreement.

Notwithstanding anything to the contrary contained herein above:

a) The liability of the Bank under this Guarantee shall not exceed---

b) This Guarantee shall be valid up to Dt.-----

c) Unless the Bank is served a written claim or demand on or before Dt.---- all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

In witness where of signed this Guarantee on this \_\_\_\_\_Day \_\_ Year\_\_for \_\_\_\_Bank at

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

Designation:

Address:

Annexure-VI

FORM OF INSURANCE SURETY BOND FOR BID SECURITY (EMD)

Insurance Surety Bond No .....

Date:

To: (Name and address)

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

4. This **Surety Bond** shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date or for such extended period as may be mutually agreed between the APPDCL and the Bidder, and agreed to by the **Surety Insurer**, and shall continue to be enforceable till all amounts under this **Surety Bond** have been paid.
5. We, the **Surety Insurer**, further agree that the APPDCL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the APPDCL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APPDCL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. In order to give effect to this **Surety Bond**, the APPDCL shall be entitled to act as if the **Surety Insurer** were the Principal Debtor and any/**Change** in the constitution of the Contractor and/or the **Surety Insurer**, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the **Surety Insurer** under this **Surety Bond**.
7. In order to give full effect to this **Surety Bond**, the APPDCL shall be entitled to treat the **Surety Insurer** as the principal debtor. The APPDCL shall have the fullest liberty without affecting in any way the liability of the **Surety Insurer** under this **Surety Bond** from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the APPDCL, and the **Surety insurer** shall not be released from its liability under these presents by any exercise by the APPDCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the APPDCL or any Indulgence by the APPDCL to the said Bidder or by any change in the constitution of the APPDCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the **Surety Insurer** from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing if addressed to the **Surety Insurer** and sent by courier or by registered post or by certified e-mail to the **Surety Insurer** at the address or e-mail set forth herein.
9. We undertake to make the payment immediately on receipt of your notice of claim on us addressed to name of **Surety Insurer** along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the APPDCL to proceed against the said Bidder before proceeding against the **Surety Insurer** and the **Surety Bond** herein contained shall be enforceable against the **Surety Insurer**, notwithstanding any other security which the APPDCL may have obtained from the said Bidder and which shall, at the time when proceedings are taken against the **Surety Insurer** hereunder, be outstanding or unrealized.
11. We, the Surety Insurer further undertake not to revoke this **Surety Bond** during its currency except with the previous express consent of the APPDCL in writing.
12. The **Surety Insurer** declares that it has power to issue this **Surety Bond** and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this **Surety Bond** for and on behalf of the Surety Insurer.
13. The **Surety Insurer** declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).
14. For the avoidance of doubt, the **Surety Insurer's** liability under this **Surety Bond** shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The **Surety Insurer** shall be liable to pay the said amount or any part thereof only if the APPDCL serves a written claim on the **Surety Insurer** in accordance with paragraph 9 hereof, on or before \_\_\_\_\_ [**\*\*** (indicate date falling 270 days after the Bid Due Date)].
15. This **Surety Bond** shall also be operatable at our, branch at, from whom, confirmation regarding the issue of this **Surety Bond** or extension/renewal thereof shall be made available on demand. In the contingency of this **Surety Bond** being invoked and payment hereunder claimed, the said branch shall accept such invocation letter immediately and make payment of amounts so demanded immediately under the said invocation.
16. The Insurance **Surety Bond** shall be verifiable from the specific portal created for this purpose.

In witness where of Signed and sealed this Surety Bond on this \_\_\_\_Day \_\_\_\_ (month) of \_\_\_\_ (Year)\_\_\_\_ at\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorised Official)

(Name) (Designation) (Code Number)

Annexure-VII

**FORM OF INSURANCE SURETY BOND (SD)**  
**[Performance Security/Additional Performance Security/  
Advance Payment Security]**

Insurance Surety Bond No .....

Date:

To:

(Name and address)

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

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

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

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

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



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

In witness where of Signed and sealed this Surety Bond on this \_\_\_\_ Day \_\_\_\_ (month) of 2025 at \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Insurance company by:

(Signature of the Authorised Official)

(Name) (Designation) (Code Number)

Annexure-VIIITerms & Conditions of Joint Venture/Consortium**(I) DEFINITIONS****JOINT VENTURE**

*“The expression ‘joint venture’ connotes a legal entity in the nature of a partnership engaged in the joint undertaking of a particular transaction for mutual profit or an association of persons or companies jointly undertaking some commercial enterprise wherein all contribute assets and share risks.”*

It can be seen that a joint venture is a partnership between two or more persons to take up a common enterprise. The ‘joint venture’ involves viz., (1) contribution by the parties of money, effort, knowledge and other assets to common undertaking; (2) joint property interests in the subject matter of the venture; (3) right of mutual control of management of the enterprise; (4) Role in Execution of the Project; and (5) Share in Profits. These aspects would be agreed to among the Joint Venture Partners.

**CONSORTIUM**

A consortium is formed by an agreement or MoU, which delineates the rights and obligations of each member. A consortium is defined as a group of companies participating for mutual benefit. Companies in a consortium co-operate with one another, often sharing resources as needed. A consortium allows the companies to conduct operations that they would not be able to do individually. It is important to note, however, that a consortium is not a merger and the companies remain independent.

- (a) Guidelines for participation of Joint venture firms**
- i. Separate identity /name shall be given to the Joint venture firm.
  - ii. Number of members in a JV firm shall not be more than three
  - iii. The Joint Venture firm shall be required to submit the Earnest Money Deposit (EMD) along with the bid in terms of provisions of the tender.
  - iv. One of the members of the JV firm shall be its Lead Member who shall have a majority, at least 51% of share of interest in the JV firm. The other members shall have a share of not less than 20% each.

**(b) Technical Eligibility Criteria:**

- i. Bidders shall meet the Technical Criteria stipulated in the Tender.
- ii. In case of Consortium/Joint Venture, in meeting the requirement of Technical Criteria stipulated in the Tender - the experience of each of the members of Consortium/Joint Venture shall be added

**(c) Financial Eligibility Criteria:**

- i. Bidders shall meet the Financial Criteria stipulated in the Tender.
- ii. In case of Consortium/Joint Venture, in meeting the requirement of Financial Criteria stipulated in the Tender - the financial capacity of each of the members of Consortium/Joint Venture shall be added together to arrive the combined eligibility of the Consortium/Joint Venture to determine the bidders compliance.
- iii. The Consortium / Joint Venture shall necessarily identify one of the Member(s)/Partner(s) as Lead Member/Lead Partner, who shall meet on its own at least 51% Financial Criteria stipulated in the tender.

Each Member/Partner of Consortium / Joint Venture shall meet not less than 20% of the Financial Criteria stipulated in the tender.

**(II) General Requirements/Conditions for accepting the Bids from Joint Venture/Consortium are as follows:**

- (1) The intending bidder can be an **Individual / LLP / Partnership firm / Company** or a Joint Venture/Consortium up to 3 (THREE) Member(s)/Partner(s) (either **Individual / LLP / Partnership firm / Company** can be a Member/Partner) and the Joint Venture/Consortium must be the one registered as “**Unlimited Liability Partnership Firm**” in India with names of all the Member(s)/Partner(s) find place in the Registrar of Firms. If not registered by the time of bid submission, they all must give a written undertaking as Joint Venture/Consortium upto 3 Member(s)/Partner(s) **all from Indian Nationality (or) from Abroad (In case of JV/Consortium with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%)** and that they shall cause register their unlimited liability partnership within three months and must furnish under the Indian Partnership Act, with the Registrar of Firms all the Member(s)/Partner(s) (either **Individual / LLP / Partnership firm / Company** can be a Member/Partner) including the lead Member/Partner names with address, email etc., and such proof must be submitted along with the firm registration.
- (2) In case the Consortium/JOINT VENTURE, who are not registered by the time of submission of bid, happens to be successful bidder, the ‘Consortium/Joint Venture’ Member(s)/Partner(s) should produce valid registration in the name of Joint Venture/Consortium as mentioned above with Central/any State Government within 3 months after concluding Contract Agreement/LOI. Failure to comply with this condition, contract shall be cancelled, duly forfeiting the available Earnest Money Deposit/Security deposit/Performance Bank Guarantee and value of work done as on that date besides blacklisting the all ‘Consortium/Joint Venture’ Member(s)/Partner(s).
- (3) In case of Consortium/Joint Venture in meeting the requirement of eligibility criteria - the experience of each of the members of Consortium/Joint Venture shall be added

together to arrive the combined eligibility of the Consortium/Joint Venture to determine the bidders compliance.

In case of Consortium/Joint Venture, in meeting the requirement of Financial Criteria stipulated in the Tender - the financial capacity of each of the members of Consortium/Joint Venture shall be added together to arrive the combined eligibility of the Consortium/Joint Venture to determine the bidders compliance.

The Consortium / Joint Venture shall necessarily identify one of the Member(s)/Partner(s) as Lead Member/Lead Partner, who shall meet on its own at least 51% Financial Criteria stipulated in the tender.

Each Member/Partner of Consortium / Joint Venture shall meet not less than 20% of the Financial Criteria stipulated in the tender.

- (4) All the Consortium/Joint Venture Member(s)/Partner(s) must be the registered contractors and preferably of equivalent class/category and otherwise with necessary eligibility criteria as provided.
- (5) In case any Member/Partner of a Consortium/Joint Venture bids either in individual capacity or as Partner of the firm/Director/MD of a company or as a Member/Partner of another Consortium/Joint Venture bids for the same work, all such bidders will be disqualified.
- (6) Change in composition of Consortium/Joint Venture is not permitted after submission of bids.
- (7) The Bidders/JV/Consortium Member(s)/Partner(s) "who are blacklisted by any Government Organization/Corporation/PSU/Any other means within India or Abroad, who are involved in any criminal cases and who are involved in any insolvency or bankruptcy proceedings pending against them either in India or in Abroad" as on the date of submission of bid are not eligible to participate in this Bid.
- (8) All the Member(s)/Partner(s) of the Joint Venture/Consortium should submit the following documents along with the bid:
  - a. PAN & TIN NO.
  - b. GST Registration.
- (9) The Consortium/Joint Venture Agreement/MoU should clearly exhibit the responsibilities of each of the Member(s)/Partner(s). The Member(s)/ Partner(s) shall execute a "Power of Attorney" (duly stamped and registered or notarized as per Indian Laws) in favour of the Lead Member/Partner authorising the Lead Member to conduct all business for and on behalf of the Consortium/Joint Venture during (a) Tendering process and (b) Execution and for successful performance of the Works including the Defect Liability and Operation & Maintenance period if any in case of award of work. **(Format is specified in Annexure-B, which has to be adapted to specific situations of a particular tender)**

- (10) All the 'Consortium/Joint Venture' Member(s)/Partner(s) shall execute a Power of Attorney (duly stamped and registered or notarized as per Indian Laws) in favour of one of its officers to be the Authorised Signatory for signing the Bid Documents and also to undertake all other acts and deeds on behalf of the Consortium/Joint Venture in connection with the Bid and the Contract. **(Format is specified in Annexure-A).**
- (11) The Bidder either Individual/Sole Proprietorship or other legal entity like Joint Venture/Consortium or Partnership or even any Member/Partner of the Joint Venture/Consortium/Partnership applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years irrespective of DRT/NCLT proceedings, are not eligible to participate in this Bid
- (12) All the 'Consortium/Joint Venture' Member(s)/Partner(s) should have entered into a legally valid "Joint Bidding Agreement" duly undertaking and incorporating the below mentioned points in the "Joint Bidding Agreement" and should submit the same along with the bid in the **format specified as Annexure-C** attached here with:
- (a) **Definitions and Interpretations:** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.
- (b) **Joint Venture/Consortium:**
- i. The Member(s)/Partner(s) shall irrevocably constitute a Joint Venture/Consortium (the "**Joint Venture/Consortium**") for the purposes of jointly participating in the Bidding Process for the [Project].
  - ii. The Member(s)/Partner(s) shall undertake to participate in the Bidding Process only through this Joint Venture/Consortium and not individually and/or through any other Joint Venture/Consortium constituted for this [Project], either directly or indirectly or through any of their Associates.
- (c) **Role of the Member(s)/Partner(s):** The Member(s)/Partner(s) hereby undertake to perform the roles and responsibilities as described below:
- i. The First Member/First Partner shall be the Lead Member/Lead Partner of the JOINT VENTURE/CONSORTIUM and shall have the Power of Attorney from all Member(s)/Partner(s) for conducting all business for and on behalf of the JOINT VENTURE/CONSORTIUM during the Bidding Process and during the execution of the Contract.
  - ii. The Second Member/Partner shall be the ..... [Technical and/or Financial] Member/Partner of the JV/Consortium; and

- iii. The Third Member/Partner shall be the ..... [Technical and/or Financial] Member/Partner of the JV/Consortium;

**(d) Joint and Several Liability:**

- i. The Member(s)/Partner(s) shall undertake to be jointly and severally responsible for all obligations and liabilities relating to the [Project] and in accordance with the terms of the Bid Documents and the Contract, and in accordance with the Contract to be entered into with the Owner/Employer.
- ii. Despite any breach by the Lead Member/Partner or other Member/Partner of the Joint Venture/Consortium agreement, the Member(s)/Partner(s) shall agree and undertake to ensure full and effectual and successful performance of the Contract with the Owner/Employer and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
- iii. If the Owner/Employer suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the Member(s)/Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner/Employer, on its demand without any demur. It shall not be necessary or obligatory for the Owner/Employer to proceed against Lead Member/Partner to these presents before proceeding against or dealing with the other Member(s)/Partner(s). The obligation of each of the Member/Partner is absolute and not independent of the Joint Venture/Consortium or any Member/Partner.
- iv. The financial liability of the Member(s)/Partner(s) of this Joint Venture/Consortium agreement to the Owner/Employer, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Joint Venture/Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Member(s)/Partner(s) of the Joint Venture/Consortium agreement. The liability of each Member/Partner is absolute and not severable.
- v. Member(s)/Partner(s) of the Joint Venture/Consortium agreement shall undertake that the responsibilities inter se amongst the Member(s)/Partner(s) shall not in any way be a limitation of joint and several responsibilities and liabilities of the Member(s)/Partner(s) to the

Owner/Employer. It is also to undertake that the Lead Member/Partner shall ensure performance under the agreements and if one or more Joint Venture/Consortium Member(s)/Partner(s) fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint Venture/Consortium Member(s)/Partner(s). It will be open for the Owner/Employer to take any steps, punitive and corrective action including the termination of contract in case of such default also.

- vi. In case of an award of a Contract, all the Member(s)/Partner(s) to the Joint Venture/Consortium agreement shall agree that Lead Member/Lead Partner on behalf of Joint Venture/Consortium shall furnish Security Deposit & Performance Bank Guarantee or 'Contract PBG' in the name of JV, as per terms of the contract.
- vii. Further, the Member(s)/Partner(s) shall agree that this agreement is without any prejudice to the various liabilities of the Member(s)/Partner(s) of the Consortium/Joint Venture (Bidder) including the Earnest Money Deposit (EMD), Security Deposit, Performance Bank Guarantee & 'Contract PBG' as well as all the other obligations for successful completion of the contract and for defect liability.
- viii. The Consortium/Joint Venture Member(s)/Partner(s) are individually/severally and jointly responsible for all Contractual obligations till completion of defect liability period plus 3 months, besides Operation & Maintenance if any irrespective of the share proportions of the 'Consortium/Joint Venture' Member(s)/Partner(s).
- ix. In case, the work is awarded, the agreement/deed is irrevocable by any one or all the Member(s)/Partner(s) together until 3 months after completion of contract period including the defect liability. In case of extension of time granted by the Owner/Employer, the deed is also deemed to be extended for the period of such extension granted by the Owner/Employer and that it is irrevocable until 3months after the completion of the extended period and the defect liability period. The Joint Venture Agreements shall not be terminated by the Member(s)/Partner(s) without the written consent of the Corporation.

**(e) Shareholding in the JOINT VENTURE/CONSORTIUM (Scope of works and services of each Member/Partner):** The Scope of work and services to be performed by each Member/Partner shall be herein below:

- (i) ..... (Name of the **Lead Member/Lead Partner/First Member/First Partner**) shall be responsible for the following

(Define the Scope of works):-

➤ .....

➤ .....

(ii) .....(Name of the **Second Member/Second Partner**) shall be responsible for the following

(Define the Scope of works):-

➤ .....

➤ .....

(iii) .....(Name of the **Third Member/Third Partner**) shall be responsible for the following

(Define the Scope of works):-

➤ .....

➤ .....

**Participation Share of each Member/Partner:**

Lead Member/Lead Partner	.....%
Second Member/Second Partner	.....%
Third Member/Third Partner	.....%

(f) **Representation of the Member(s)/Partner(s):** Each Member/Partner represents to the other Member(s)/Partner(s) as of the date of this Agreement that

- i. Such Member/Partner is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- ii. The execution, delivery and performance by such Member/Partner of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member/Partner is annexed to this Agreement, and will not, to the best of its knowledge:
  - (1) require any consent or approval not already obtained;
  - (2) violate any Applicable Law presently in effect and having applicability to it;
  - (3) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (4) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member/Partner is a Member/Partner or by which such Member/Partner or any of its properties or assets are bound or that is otherwise applicable to such Member/Partner; or



- (5) Create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member/Partner, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member/Partner so as to prevent such Member/Partner from fulfilling its obligations under this Agreement;
- (g) This Agreement is the legal and binding obligation of such Member/Partner, enforceable in accordance with its terms against it; and
- (h) There is no litigation pending or, to the best of such Member(s)/Partner(s) knowledge, threatened to which it or any of its Affiliates is a Member/Partner that presently affects or which would have a material adverse effect on the financial condition or prospects or business or such Member/Partner in the fulfilment of its obligations under this Agreement.
- (i) **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force until 3months after completion of the contract period including defect liability, in case the Project is awarded to the Joint Venture/Consortium. However, in case the Joint Venture/Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.
- (j) It is to mention that none of Member(s)/Partner(s) are disqualified either by blacklisting in any Government Organization/Corporation/PSU/Any other means within India or Abroad, none are involved in any criminal cases and none are involved in any insolvency or bankruptcy proceedings pending against them either in India or in Abroad.
- (k) It is to mention that none of the Member(s)/Partner(s) of the Joint Venture/Consortium/Partnership applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years, irrespective of DRT/NCLT proceedings.
- (l) This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction of Courts in Andhra Pradesh in all matters arising there under.
- (m) **Miscellaneous**
  - (i) The Joint Bidding Agreement shall be governed by laws of India.
  - (ii) The Member(s)/Partner(s) acknowledge and accept that this Agreement shall not be amended by the Member(s)/Partner(s) without the prior written consent of the Owner/Employer.

**(III) Documents required to be submitted:**

- (1) Power of Attorney for signing of Application (Annexure-A)
- (2) Power of Attorney for Lead Member/Partner of Consortium (Annexure-B)
- (3) Joint Bidding Agreement (MoU) (Annexure-C)
- (4) Undertaking, if required as per Clause No (1)

**Annexure-A to Annexure-VIII****Power of Attorney for signing of Application**

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

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 and Address)

Witnesses:

1.

[Notarised]

2.

Accepted

\_\_\_\_\_  
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document should also be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India. However, the Power of Attorney provided by the Contractor/Applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure-B to Annexure-VIII

Power of Attorney for Lead Member/Partner of Joint Venture/Consortium

Whereas the ..... (the “**Owner/Employer**”) has invited Bids from interested Member(s)/Partner(s) for the ..... Project (the “**Project**”).

Whereas, M/s....., M/s. .... and M/s. .... (collectively the “**Joint Venture/Consortium Partners**”) being Member(s)/Partner(s) of the Joint Venture/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Bid Documents in respect of the Project, and

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

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s. ....having our registered office at ....., and M/s. .... having our registered office at ....., [hereinafter collectively referred to as the “**Member(s)/Partner(s)**”] do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s..... having its registered office at ....., being one of the Member(s)/Partner(s) of the Joint Venture/Consortium, as the Lead Member/Partner and true and lawful attorney of the Joint Venture/Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture/Consortium and any one of us during the bidding process and, in the event the Joint Venture/Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture/Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participating in Pre-Bid and other conferences, respond to queries, submit information/ documents, sign and execute Contracts and undertakings consequent to acceptance of the Bid of the Joint Venture/Consortium and generally to represent the Joint Venture/Consortium in all its dealings with the **Owner/Employer**, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture/Consortium’s Bid for the Project and/ or upon award thereof during the period of execution of the Contract.

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

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / the Joint Venture/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_20\*\*

For .....

(Signature, name, designation and address of the first Non-Lead Member/Partner)

For .....

(Signature, name, designation and address of the Second Non-Lead Member/Partner)

Witnesses:

1.

2.

\_\_\_\_\_  
(Executants)

Accepted

.....

(Signature, Name, title and address of the Attorney / Lead Member)

(To be executed by all the Member(s)/Partner(s) of the Joint Venture/Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should submit along with the Power of Attorney, the extract of the charter documents and documents such as the board or shareholders' resolution / authorization in favour of the persons executing this Power of Attorney on behalf of the Non-Lead 'Member(s)/Partner(s)' / Lead 'Member/Partner' and the Memorandum and Articles of Association of the Non-Lead 'Member(s)/Partner(s)' / Lead 'Member/Partner'.
- For a Power of Attorney executed and issued overseas, the document should also be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India. However, the Power of Attorney provided by the Contractor/Applicant from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate

Annexure-C to Annexure-VIII  
JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

(On non-judicial stamp paper of appropriate value to be purchased in the name of  
 executants companies or as required by the jurisdiction in which executed)

THIS Consortium Agreement executed on this ..... day of ..... Two  
 Thousand ..... By:

**AMONGST**

M/s. .... a Company/Partnership Firm/Sole Proprietorship  
 Organisation incorporated under the Act/Laws of .....  
 and having its Registered/Head office at ..... (here-in after called the “**Lead  
 Member/Lead Partner/First Member/First Partner**” which expression shall include its  
 successors);

**AND**

M/s. .... a Company/Partnership Firm/ Sole Proprietorship  
 Organization incorporated under the Act/Laws of .....  
 .....and having its Registered/Head  
 office at ..... (here-in after called the “**Second Member/Partner**” which  
 expression shall include its successors)

**AND**

M/s. .... a Company/Partnership Firm/ Sole Proprietorship  
 Organization incorporated under the Act/Laws of .....  
 .....and having its Registered/Head  
 office at ..... (here-in after called the “**Third Member/Partner**” which  
 expression shall include its successors)

The above mentioned Member(s)/Partner(s) of the FIRST, SECOND, and THIRD PART are  
 collectively referred to as the “**Members(s)/Partner(s)**” and each is individually referred to as  
 a “**Member/Partner**”

**WHEREAS,**

- (A) The....., represented by its (hereinafter referred to as  
 the “**Owner/Employer**” which expression shall, unless repugnant to the context or  
 meaning thereof, include its administrators, successors and assigns) has invited Bids  
 (the “**Bids**”) by its Bid Documents for qualification and selection of Contractors for  
 ..... Project (the “**Project**”).
- (B) The Member(s)/Partner(s) are interested in jointly bidding for the Project as  
 Member(s)/Partner(s) of a Joint Venture/Consortium and in accordance with the terms  
 and conditions of the Tender document and other bid documents in respect of the  
 Project, and
- (C) It is a necessary condition under the Tender document that the Member(s)/Partner(s) of  
 the Joint Venture/Consortium shall enter into a Joint Bidding Agreement and furnish a  
 copy thereof with the Bid. NOW IT IS HEREBY AGREED as follows:

- (1) **Definitions and Interpretations:** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.
- (2) **Joint Venture/Consortium:**
  - (2.1) The Member(s)/Partner(s) do hereby irrevocably constitute a Joint Venture/Consortium (the “**Joint Venture/Consortium**”) for the purposes of jointly participating in the Bidding Process for the [Project].
  - (2.2) The Member(s)/Partner(s) hereby undertake to participate in the Bidding Process only through this Joint Venture/Consortium and not individually and/or through any other Joint Venture/Consortium constituted for this [Project], either directly or indirectly or through any of their Associates.
- (3) **Role of the Member(s)/Partner(s):** The Member(s)/Partner(s) hereby undertake to perform the roles and responsibilities as described below:
  - (3.1) The First Member/Partner shall be the Lead Member/Partner of the JOINT VENTURE/CONSORTIUM and shall have the Power of Attorney from all Member(s)/Partner(s) for conducting all business for and on behalf of the JOINT VENTURE/CONSORTIUM during the Bidding Process and during the execution of the Contract.
  - (3.2) The Second Member/Partner shall be the ..... [Technical and/or Financial] Member/Partner of the JV/Consortium; and
  - (3.3) The Third Member/Partner shall be the ..... [Technical and/or Financial] Member/Partner of the JV/Consortium;
- (4) **Joint and Several Liability:**
  - (4.1) The Member(s)/Partner(s) do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents and the Contract, and in accordance with the Contract to be entered into with the Owner/Employer.
  - (4.2) Despite any breach by the Lead Member/Partner or other Member/Partner of the Joint Venture/Consortium agreement, the Member(s)/Partner(s) do hereby agree and undertake to ensure full and effectual and successful performance of the Contract with the Owner/Employer and to carry out all the obligations and responsibilities under the said Contract in accordance with the requirements of the Contract.
  - (4.3) If the Owner/Employer suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the Contract, the



Member(s)/Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Owner/Employer, on its demand without any demur. It shall not be necessary or obligatory for the Owner/Employer to proceed against Lead Member/Partner to these presents before proceeding against or dealing with the other Member(s)/Partner(s). The obligation of each of the Member/Partner is absolute and not independent of the Joint Venture/Consortium or any Member/Partner.

- (4.4) The financial liability of the Member(s)/Partner(s) of this Joint Venture/Consortium agreement to the Owner/Employer, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Joint Venture/Consortium agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Member(s)/Partner(s) of the Joint Venture/Consortium agreement. The liability of each Member/Partner is absolute and not severable.
- (4.5) It is expressly understood and agreed between the Member(s)/ Partner(s) to this Joint Venture/Consortium agreement that the responsibilities inter se amongst the Member(s)/Partner(s) shall not in any way be a limitation of joint and several responsibilities and liabilities of the Member(s)/Partner(s) to the Owner/Employer. It is clearly understood that the Lead Member/Partner shall ensure performance under the agreements and if one or more Joint Venture/Consortium Member(s)/Partner(s) fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Joint Venture/Consortium Member(s)/Partner(s). It will be open for the Owner/Employer to take any steps, punitive and corrective action including the termination of contract in case of such default also.
- (4.6) In case of an award of a Contract, all the Member(s)/Partner(s) to the Joint Venture/Consortium agreement do hereby agree that Lead Member/Lead Partner on behalf of Joint Venture/Consortium shall furnish Security Deposit & Performance Bank Guarantee or 'Contract PBG' as per terms of the contract.
- (4.7) Further, the Member(s)/Partner(s) do hereby agree that this agreement is without any prejudice to the various liabilities of the Member(s)/Partner(s) of the Consortium/Joint Venture (Bidder) including the Earnest Money Deposit (EMD), Security Deposit, Performance Bank Guarantee & 'Contract PBG' as well as all the other obligations for successful completion of the contract and for defect liability.
- (4.8) The Consortium/Joint Venture Member(s)/Partner(s) are individually/

severally and jointly responsible for all Contractual obligations till completion of defect liability period plus 3 months, besides Operation & Maintenance if any irrespective of the share proportions of the 'Consortium/Joint Venture' Member(s)/Partner(s).

(4.9) In case, the work is awarded, the agreement/deed is irrevocable by any one or all the Member(s)/Partner(s) together until 3 months after completion of contract period including the defect liability. In case of extension of time granted by the Owner/Employer, the deed is also deemed to be extended for the period of such extension granted by the Owner/Employer and that it is irrevocable until 3months after the completion of the extended period and the defect liability period. The Joint Venture Agreements shall not be terminated by the Member(s)/Partner(s) without the written consent of the Corporation.

(5) **Shareholding in the JOINT VENTURE/CONSORTIUM (Scope of works and services of each Member/Partner):** The Scope of work and services to be performed by each Member/Partner shall be herein below:

(5.1) ..... (Name of the **Lead Member/Lead Partner/First Member/First Partner**) shall be responsible for the following (Define the Scope of works):-

- .....
- .....

(5.2) .....(Name of the **Second Member/Second Partner**) shall be responsible for the following (Define the Scope of works):-

- .....
- .....

(5.3) .....(Name of the **Third Member/Third Partner**) shall be responsible for the following (Define the Scope of works):-

- .....
- .....

(5.4) **Participation Share of each Member/Partner:**

<u>Lead Member/Lead Partner</u>	<u>.....%</u>
<u>Second Member/Second Partner</u>	<u>.....%</u>
<u>Third Member/Third Partner</u>	<u>.....%</u>

(6) **Representation of the Member(s)/Partner(s):** Each Member/Partner represents to the other Member(s)/Partner(s) as of the date of this Agreement that

- (6.1) Such Member/Partner is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (6.2) The execution, delivery and performance by such Member/Partner of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member/Partner is annexed to this Agreement, and will not, to the best of its knowledge;
  - (6.2.1) require any consent or approval not already obtained;
  - (6.2.2) violate any Applicable Law presently in effect and having applicability to it;
  - (6.2.3) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (6.2.4) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Member/Partner is a Member/Partner or by which such Member/Partner or any of its properties or assets are bound or that is otherwise applicable to such Member/Partner; or
  - (6.2.5) Create or impose any liens, mortgages, pledges, claims, security interest, charges or Encumbrances or obligation to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Member/Partner, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Member/Partner so as to prevent such Member/Partner from fulfilling its obligations under this Agreement;
- (7) This Agreement is the legal and binding obligation of such Member/Partner, enforceable in accordance with its terms against it; and
- (8) There is no litigation pending or, to the best of such Member(s)/Partner(s) knowledge, threatened to which it or any of its Affiliates is a Member/Partner that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Member/Partner in the fulfilment of its obligations under this Agreement.
- (9) **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force until 3 months after completion of the contract period including

defect liability, in case the Project is awarded to the Joint Venture/Consortium. However, in case the Joint Venture/Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

- (10) It is to mention that none of Member(s)/Partner(s) are disqualified either by blacklisting in any Government Organization/Corporation/PSU/Any other means within India or Abroad, none are involved in any criminal cases and none are involved in any insolvency or bankruptcy proceedings pending against them either in India or in Abroad.
- (11) It is to mention that none of the Member(s)/Partner(s) of the Joint Venture/Consortium/Partnership 'applied for' or 'availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years', irrespective of DRT/NCLT proceedings.
- (12) This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction of Courts in Andhra Pradesh in all matters arising there under.
- (13) **Miscellaneous**

(13.1) The Joint Bidding Agreement shall be governed by laws of India.

(13.2) The Member(s)/Partner(s) acknowledge and accept that this Agreement shall not be amended by the Member(s)/Partner(s) without the prior written consent of the Owner/Employer.

IN WITNESS WHEREOF THE MEMBER(S)/PARTNER(S) ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

LEAD MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

For and on behalf of

SECOND MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

**SIGNED, SEALED AND DELIVERED**

For and on behalf of THIRD MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

Witnesses:

1.

2.

**Notes:**

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture/Consortium Member/Partner.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India.*