ANDHRA PRADESH POWER GENERATION CORPORATION LIMITED
(A Govt. of A.P Undertaking)

Vidyut Soudha, Gunadala, Vijayawada – 520004
Ph No: 0866-2526112
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Tender Specification No. 610002362

Supervision of loading, linkage materialization, movement of raw coal/washed coal, witnessing of weighment, minor repair to wagons, liaisoning for supply of rakes from specific sidings, witnessing the sample collection & preparation, minimization of under loading of wagons and proper receipt of coal at destination, supplied by M/s. Mahanadi Coalfields Ltd from Talcher/IB Valley mines/washeries, Odisha and M/s Eastern Coal Fields Ltd, West Bengal to Dr.NTTPS and Dr.M.V.R.RTPP of APGENCO for a period of two years.

Online Bids invited
On
APGENCO e-Procurement Platform

Superintending Engineer/Coal & FO
O/o Chief Engineer/Generation
APGENCO, 4th Floor,
Vidyut Soudha, Gunadala, Vijayawada - 520004
Ph No: 0866-2526810

CONTENTS OF THE SPECIFICATION

SUMMARY SHEET

S.No	ITEM	Details
1	Department Name	Andhra Pradesh Power Generation Corporation Limited
2	Circle/ Division Name	Chief Engineer / Generation / APGENCO / Vidyut Soudha / Vijayawada.
3	Tender Specification No	**610002362**
4	Name of the work	Supervision of loading, linkage materialization, movement of raw coal/washed coal, witnessing of weighment, minor repair to wagons, liaisoning for supply of rakes from specific sidings, witnessing the sample collection & preparation, minimization of under loading of wagons and proper receipt of coal at destination, supplied by M/s. Mahanadi Coalfields Ltd from Talcher/IB Valley mines/washeries, Odisha and M/s Eastern Coal Fields Ltd, West Bengal to Dr.NTTPS and Dr.M.V.R RTPP of APGENCO for a period of two years.
5	Indicative Contract quantity	**60.0 Lakh MT per Annum from MCL** **10.0 Lakh MT per Annum from ECL**
6	Period of Contract	The contract is for a period of two years from the date of commencement of work.
7	Place of the work	Talcher/IB Valley, MCL, Odisha; Sonepur Bazari of ECL mines, West Bengal; Dr.NTTPS, Vijayawada and Dr.M.V.R RTPP, Muddanur.
8	Earnest Money Deposit to be paid along with the tender	a) The bidder should furnish an EMD of Rs.1,54,00,000/- (Rupees One Crore Fifty Four Lakhs only) in the form of DD/BC/Pay Order in the favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada." **(OR)** b) Rs.1,00,000/- (Rupees One Lakh only) in the form of DD/BC/Pay Order in favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada" and the balance EMD amount i.e. Rs.1,53,00,000/- (Rupees One Crore Fifty Three Lakhs only) by way of Bank Guarantee. The Bank Guarantee shall be in the prescribed proforma (form enclosed) from any Nationalized/ Scheduled Bank and shall be valid for nine (9) months with a claim period of six (6) months thereafter. **(OR)** c) Rs.1,00,000/- (Rupees One Lakh only) in the form of DD/BC/Pay Order in favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada" and the balance EMD amount i.e. Rs.1,53,00,000/- (Rupees One Crore Fifty Three Lakhs only) by way of an Insurance Surety Bond issued as per the IRDAI guidelines, in the prescribed proforma (form enclosed) and shall be valid for nine (9) months with a claim period of six (6) months thereafter. **(OR)** d) Exemption for SSI/NSIC units: The SSI Units registered with either the NSIC or the Dept of Industries/ Govt. of AP, are eligible for exemption from payment of EMD.

		However, they should apply in advance by enclosing a valid SSI/NSIC certificate, and obtain exemption from the Chief Engineer (Generation)/APGENCO/Vidyut Soudha, well before submitting Tender. **All the bidders shall invariably upload the scanned copies of DD / BC / Pay Order / Bank Guarantee / Insurance Surety Bond towards EMD/EMD exemption letter, along with the Bid, in APEGNCO e-procurement platform and this will be the primary requirement to consider the bid responsive.** Details are indicated in SECTION-III: PRE-QUALIFICATION BID REQUIREMENTS.
9	All DD/BC/Pay Order to be drawn in favour of	The Pay Officer, APGENCO, Vidyut Soudha, payable at Vijayawada.
10	Schedule Available Date & Time	17:00 Hrs on 24.08.2026 Tender Schedules are available for download, free of cost, from https://etender.apgenco.gov.in.
11	Pre-Bid Meeting	10:30 Hrs on 03.09.2026 at Vidyutsoudha, APGENCO, Vijayawada
12	Bid Submission closing Date & time	15:00 Hrs on 16.09.2026
13	Bid Submission	**Online**
14	Nature of Tender	Open Tender in Two-part bid (i) Prequalification bid and (ii) Price bid
15	Bid Validity	120 days from the date of opening of the Price Bids.
16	Pre-Qualification Bid Opening Date & Time	15:30 Hrs on 16.09.2026
17	Price Bid Opening Date & Time	12:00 Hrs on 21.09.2026
18	Place of Opening	O/o. Chief Engineer/Generation, APGENCO, 4th Floor, Vidyut Soudha, Gunadala, Vijayawada.
19	Officer Inviting Bids	Superintending Engineer (Coal & Fuel oils)/ APGENCO/ Vidyut Soudha, Vijayawada -520 004.
20	Eligibility Criteria	The bidder shall meet the following eligibility conditions: 1) The bidder can be an Individual / Limited Liability Partnership (LLP) / Partnership firm / Company or Consortium / Joint Venture (JV) of maximum three (03) members. 2) 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 three (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.

		3) The Bidder should have experience in supervision of loading, witnessing of weighment, liaisoning with railways and any coal companies for movement of coal by **All Rail mode for 1.4 Million Tonnes** in single work order to any State-owned Power Generation Companies / PSUs / NTPC / Government Industries with minimum value of Rs 7.7 Crore during **any one financial year in the last five financial years ending 2025-26.** 4) The Bidder should have annual financial turnover of not less than **Rs.38.5 Crore** for any one year during the last five financial years ending **31-03-2025**. To this effect the bidder shall submit Audited Financial Statements/ Turnover certificate. **Copies of Purchase orders/ Work orders along with Performance certificates/Work completion certificates, MOU / Joint Venture / Consortium agreements as applicable and copies of certificates from Statutory auditor showing the annual financial turnover shall be uploaded online while submitting the tender as a proof.**
21	Security Deposit	The successful bidder will be required to furnish a Security Deposit equivalent to 10% of the total value of the work within 15 days from the date of issue of LOI/PO/Work Order in the form of Bank Guarantee from any Nationalized / Scheduled bank or Insurance Security Bond as per the IRDAI guidelines (proformas enclosed) and shall be valid throughout the contract period. **ADDITIONAL SECURITY DEPOSIT:** For tenders up to 25% less than the Estimated contract value of the corporation, no additional security deposit is required. But for tenders less by more than 25% of the Estimated Contract Value, the difference between the tendered amount and 75% of the Estimated contract value of the corporation, shall be paid by the successful bidder within 15 days from the date of issue of Letter of Intent/ Purchase Order, as additional security, in the form of Bank Guarantee issued by a Nationalized / Scheduled bank/ Insurance Surety Bond as per the IRDAI guidelines valid throughout the contract period with a claim period of 6 months thereafter for proper fulfillment of the terms and conditions of the contract.
22	Paragraphs against which Specific confirmation of and acceptance has to be furnished in Schedule-II.	Clause Nos. 5, 6, 7 & 8 of PQB Requirements. 4, 6, 7, 17 of Special Terms and Conditions.
23	Help Desk on e-tender site.	All bidders are requested to contact HELPDESK provided in the APGENCO e-tender site i.e., https://etender.apgenco.gov.in Email: srm@apgenco.gov.in; 0866 – 2526982, 6984, 6980, 6999 (10 AM to 5.30 PM: Mon to Fri)

Superintending Engineer (Coal & FO)

<u>SECTION-I</u>
<u>ONLINE BIDDING PROCEDURE</u>

1.0 <u>Submission of Bids</u>:

1.1 Bids are invited, online, on APGENCO e-Procurement website, in Two Parts, viz.,

-- Part-I or Pre-Qualification Bid (PQB) and

-- Part-II or PRICE BID (also referred as COMMERCIAL BID on APGENCO e-Procurement Platform).

1.2 <u>Online Bid Submission</u>:
The Bidder shall submit his bid online, on APGENCO e-Procurement platform i.e., *<u>https://etender.apgenco.gov.in</u>* as per the procedure given below.

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

1.2.2 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.
Scanned copies of each of the above shall be uploaded in the APGENCO *e-Procurement* website.

1.2.3 **<u>The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/ authenticity</u>**.

1.2.4 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, APGENCO will adopt/consider, whichever is more advantageous to APGENCO.

1.2.5 **<u>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</u>**.

1.3 <u>Registration with APGENCO e-Procurement platform</u>:

(a) 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.

(b) The details of e-Procurement tenders can be accessed from APGENCO e-Procurement site, <u>https://etender.apgenco.gov.in</u>. 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 <u>www.apgenco.gov.in</u> website.

1.4 <u>Tender Document:</u>

(a) The Bidder is 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.

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

(c) It is the responsibility solely of the Bidder, to keep track of any changes by viewing the Addendum/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.

1.5 Pre-requisites to submit tenders online:

(a) The bidder should have a valid User ID and password to access APGENCO e-Procurement site. A system generated password is sent to you at the time you are registered as a SRM Vendor.

(b) The Bidder should have legally valid Class III digital certificates and encryption certificates (except token from Gemalto which is not supported in our system) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(c) The Bidder should have internet connectivity, preferably broadband.

(d) The Bidder should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

1.6 Instructions for obtaining Digital Certificate:

(a) In order to bid for APGENCO e-tenders all the vendors are required to obtain a legally valid Class III digital certificate and encryption certificate (except token from Gemalto which is not supported in our system) as per Indian IT Act from the licensed. Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.(http://www.cca.gov.in/)

(b) Steps for obtaining Digital Certificate: Visit the site of the licensed CA using internet browser. Apply online for a class III 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 III** Digital Certificate thus obtained for online bidding on APGENCO e-Procurement site. Links to some of the licensed CA's are provided below:

http://www.tcs-ca.tcs.co.in/
http://www.apts.gov.in/
http://www.safescrypt.com/
https://www.ncodesolutions.com/
http://mtnldigitalsignature.com/

1.7 Technical Settings: For all the technical details & settings, 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

1.8 a) 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).
b) Vendor Registration**:**

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

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

1.9 **Bid Submission Acknowledgement***:*

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

Note:

The system generates response as soon as the bid creation is initiated. This response changes subsequently to "Saved" status after uploading and saving the required documents. Finally, after verifying all the required documents uploaded by the bidder, the bidder has to click on the "Submit" button. The above 'Saved" status of the response changes to "Submitted" status only after clicking the "Submit" button. The Response status should be "Submitted" for considering as the successful submission of the bid Response. Then only the submitted bid will appear to the tender inviting authority after scheduled time.

2.0 **Tendering procedure**:

a) The online tender shall be submitted in two parts (i.e.) Part-I & Part-II. Part-I called Pre-qualification bid should contain financial standing, record of previous experience, Bid Schedules and acceptance to the terms & Conditions.

Part-II the price bid shall be uploaded in a commercial bid template only. If Price bid is uploaded along with technical bid template (C-folder attachments), the tender will be disqualified.

b) All the Bidders shall invariably upload the scanned copies of DD/BG/ Insurance Surety Bonds & all other documents in APGENCO e-Procurement System (C-Folder) within the stipulated date and time mentioned in the tender specification. This will be the primary requirement to consider the bid responsive.

c) The Pre-qualification bids (Part-I) received online shall be opened at the time & date mentioned in the tender specification.

d) 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 responsive Bidders shall be opened.

e) The price bids of the qualified bidders shall be evaluated as per the terms & conditions of the tender specification (inclusive of all taxes and duties).

f) The Purchase Department 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 entering into agreement or placement of Order. The Successful Bidder shall, at his sole risk & responsibility, submit the same to the Tender Inviting Authority, before stipulated date & time.

3.0 **<u>Submission of Hard copies</u>**:

(a) As per GO No.174 dt.1/9/2008, the requirement for Submission of Original Hard Copies of the uploaded scanned copies of DD/BG/Insurance Surety Bonds towards EMD etc, before opening of Price Bids shall be dispensed with.

(b) The successful bidder shall hand over the hard copies of tender documents to Superintending Engineer/Coal & FO/APGENCO/VS/Vijayawada or any authorized representative directly or through his agent or by registered post or by courier service before stipulated time given to him before issuing of Letter of Intent. The date of submission of hard copies will be intimated after finalizing of the successful bidder through e-mail to that e-mail ID which was submitted during registration of APGENCO e-procurement. The receipt of the same within the stipulated date shall be the responsibility of the successful bidder. A copy of valid Contractors Registration proceedings shall be enclosed along with the hard copies of Tender documents.

(c) 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.

(d) 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.

4.0 <u>Regarding Online Bidding</u>:

(a) Notwithstanding the particulars/guidelines stipulated in this document, all the bidders are advised to get themselves acquainted with the latest rules & regulations governing submission of Bids, on the APGENCO e-Procurement platform.

(c) It is the responsibility of the Bidder, to ensure that the scanned copies uploaded to the APGENCO e-Procurement website, are legible.

(c) Online Offers which are found to be either incomplete or corrupted, are liable to be rejected. In order to avoid any such possibility, it is recommended that once the Bid is completely uploaded, the Bidder shall verify the uploaded documents & particulars, by downloading the documents, if necessary. The Bidder shall be solely responsible for ensuring that all requisite documents have been successfully uploaded and submitted.

<u>Note:</u>

PQB documents should be uploaded in C-Folder Attachments (Non-Price components) only. The price components should not be uploaded in C-folder.

Superintending Engineer (Coal & FO)

SECTION-II

IMPORTANT INSTRUCTIONS TO THE BIDDERS

The prospective bidders are requested to go through the following instructions carefully.

1. The online tender shall be submitted in two parts (i.e.) Part-I & Part-II. Part-I called pre-qualification bid should contain financial standing, record of previous experience and commercial terms i.e. terms of payment at variance from the APGENCO's terms etc, specified in the specification for the work. **In Part-II the price bid shall be uploaded in a commercial bid template only.**

2. Normally the tenders should not differ from the terms and conditions and technical specification incorporated in the tender documents of Andhra Pradesh Power Generation Corporation Limited for the scope of work. In case of any deviations the same should be specified in qualification bid (in Schedule-II)

3. Tenders received from those not having the pre-qualification requirements shall not be considered.

4. 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 uploaded along with the tender. Tenders submitted without any such letter of authority are liable for rejection. Any change in address should be promptly intimated.

5. The bidder should read and understand clearly the tender specification, general and special conditions before uploading of documents and submission of the tender.

6. The tender will be opened at the time and date specified in the tender notice by the undersigned or his authorized assistant. Presence of bidders or their authorized representatives, is not envisaged.

7. 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. The prospective bidders shall also attend the pre-bid meeting as per the notified schedule, to clarify their doubts regarding scope of work, terms & conditions of the specification. The bidders can send their queries to the undersigned, well in advance of the pre-bid meeting, for addressing the same during pre-bid meeting. The queries raised after pre-bid meeting may not be considered.

8. APGENCO reserves the right to reject any or all of the tenders without assigning any reasons whatsoever.

9. APGENCO reserves the right for increasing/decreasing the quantity of work involved in the schedule enclosed. The undersigned reserves the right to split up the work and award the same to different agencies.

10. The bidder may visit the APGENCO Thermal plants and acquaint themselves before submitting the bids.

11. The contractor should execute the work to the satisfaction of the concerned officials of APGENCO.

12. Any damage/breakage of APGENCO's equipment etc. shall be made good by the contractor at his cost.

13. All and any disputes or differences arising out of this transaction or touching this contract should be decided only by the courts/Tribunals situated in Vijayawada/Amaravati only irrespective of place of signing the agreement. No suits or other legal proceedings shall be instituted elsewhere.

14. The contractor 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 APGENCO beforehand.

15. The contractor 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 also as may be enacted by the Government during the tenure of the contract and having force or jurisdiction at site. The contractor shall give to the local governing body, police and other relevant authorities all such notices as may be required by law.

16. The contractor 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 APGENCO will not accept any responsibility for loss of any material or T&P during the execution of the work.

17. The APGENCO reserves the right to place order for entire quantity on one bidder, divide the quantity suitably and place orders on different bidders, place more than one order on the same bidder or different bidders on different dates during the validity period and/or quantities upto 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.

18. If due date for opening of the tenders happens to be a Public holiday, the opening of tenders will be done on the next working day at the same time specified originally for opening.

19. APGENCO reserves the right to amend or modify the tender and its conditions before submission of bids on line.

20. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.

21. The contractors have to upload the information preferably in Zip format.

22. APGENCO may resort to pre-close the contract at any time within 30 days prior notice during the period of the contract without any liabilities or what so ever in the overall interest of APGENCO. The bidder is not entitled to claim any charges /payment after pre-closure of the contract.

23. APGENCO is having right to cancel the tendering process, if need arises without assigning any reasons whatsoever.

24. In case the work carried out is not satisfactory, the undersigned reserves the right to terminate the contract within 15 days notice.

25. On the due date of submission of bid, (a) the bidder including any of their affiliate should not have been blacklisted/banned for participation by any entity. (b) 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.

26. The contractor shall fully indemnify the APGENCO against all claims of whatsoever nature arising during the course of performing the work under contract.

27. The bidder is liable to be disqualified, if he is found to have mislead or furnished false information in the forms/Statements/Certificates submitted in proof of qualification requirements and record of performance such as abandoning of work, not properly completing 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.

28. Those tenders which contain the full information and which comply with the requirements regarding technical and financial qualifications, experience and equipment will be considered.

29. The price-bids of such bidders who are determined to have complied with the eligibility criteria will only be opened.

30. Notwithstanding anything stated above the APGENCO reserves the right to assess the bidder's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the APGENCO. In this regard the decision of the APGENCO is final.

Superintending Engineer (Coal & FO)

SECTION-III

PRE-QUALIFICATION BID REQUIREMENTS

(1) **Scope of Work:**
Supervision of loading, linkage materialization, movement of raw coal/washed coal, witnessing of weighment, minor repair to wagons, liasoning for supply of rakes from specific sidings, witnessing the sample collection & preparation, minimization of under loading of wagons and proper receipt of coal at destination, supplied by M/s. Mahanadi Coalfields Ltd from Talcher/IB Valley mines/washeries, Odisha and M/s Eastern Coal Fields Ltd, West Bengal to Dr.NTTPS and Dr.M.V.R RTPP of APGENCO for a period of two years.

(2) Tenders received from those not having the requisite experience (as per clause No. 5 EXPERIENCE of Pre-Qualification Requirements) shall not be considered.

(3) Normally the tenders should not differ from the terms and conditions and technical specification incorporated in the tender documents of Andhra Pradesh Power Generation Corporation Ltd for this scope of work. In case of any deviations the same should be specified in Schedule-II.

(4) No provision for price escalation is made. The price quoted by the bidder shall be firm till completion of the contract. The bidder's acceptance of these conditions should be indicated in Schedule-II.

(5) **PRE-QUALIFICATION REQUIREMENTS:**
5.1 The bidder should fulfil the following requirements for qualifying in pre-qualification bid.

(a)	The Bidder can be an **Individual/Limited Liability Partnership (LLP)/ Partnership firm/Company or Consortium/Joint Venture of maximum** three (03) members. 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 up to 3 Member(s)/ Partner(s) all from Indian Nationality (or) from Abroad (In case of JV/Consortium with foreign member (s), the lead member has to be an Indian firm with a minimum share of 51% and also the total share of Foreign Member(s)/Partner(s) shall not exceed 25%) and that they shall cause register their unlimited liability partnership within three (03) months after concluding Contract Agreement/LOI and must furnish under the Indian Partnership Act, with the Registrar of Firms.
(b)	The Bidder should have experience in supervision of loading, witnessing of weighment, liaisoning with railways and any coal companies for movement of coal by **All Rail mode for 1.4 Million Tonnes** in single work order to any State-owned Power Generation Companies / PSUs / NTPC / Government Industries with minimum value of Rs 7.7 Crore during **any one financial year in the last five financial years ending 2025-26.** **Copies of Purchase orders/ Work orders along with Performance certificates/Work completion certificates, MOU / Joint Venture / Consortium agreements as applicable shall be uploaded online while submitting the tender as a proof.**

(c)	The Bidder should have annual financial turnover of not less than **Rs.38.5 Crore** for any one year during the last five financial years ending **31-03-2025**. To this effect the bidder shall submit Audited Financial Statements/ Turnover certificate. **Copies of certificates from Statutory auditor showing the annual financial turnover shall be uploaded online while submitting the tender as a proof.**
(d)	EMD for an amount of **Rs.1,00,000/- (Rupees one Lakh)** in the shape of DD/BC/Pay Order and Rs.1,53,00,000/- (Rupees One Crore Fifty Three Lakhs only) by way of DD / BC / Pay Order / Bank Guarantee from any Nationalized/Scheduled Bank / Insurance Security Bond as per the IRDAI guide lines in the prescribed format shall be uploaded.

(6) **EARNEST MONEY DEPOSIT**:

a) The bidder should furnish an EMD of Rs.1,54,00,000/- (Rupees One Crore Fifty Four Lakhs only) in the form of DD/BC/Pay Order in the favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada."

(OR)

b) Rs.1,00,000/- (Rupees One Lakh only) in the form of DD/BC/Pay Order in favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada" and the balance EMD amount i.e. Rs.1,53,00,000/- (Rupees One Crore Fifty Three Lakhs only) by way of Bank Guarantee. The Bank Guarantee shall be in the prescribed proforma (form enclosed) from any Nationalized/ Scheduled Bank and shall be valid for nine (9) months with a claim period of six (6) months thereafter.

(OR)

c) Rs.1,00,000/- (Rupees One Lakh only) in the form of DD/BC/Pay Order in favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada" and the balance EMD amount i.e. Rs.1,53,00,000/- (Rupees One Crore Fifty Three Lakhs only) by way of an Insurance Surety Bond issued as per the IRDAI guidelines, in the prescribed proforma (form enclosed) and shall be valid for nine (9) months with a claim period of six (6) months thereafter.

The EMD paid by the successful bidder will be returned after receipt and acceptance of Security Deposit by APGENCO.

d) Waiver in respect of SSI Units:

SSI Units registered with either the NSIC or the Dept of Industries/Govt. of AP, are eligible for exemption from submission of EMD, subject to the following conditions.

a) The Bidder shall submit a copy of the valid certificate of Registration either with NSIC or Govt. of A.P indicating details such as Monetary limit, details of items covered in the registration, validity period of certificate.
b) The Items offered must be in the list of Items, for which the Firm is registered.
c) The quoted price shall be less than the monetary limit stipulated in the Registration Certificate unless otherwise the certificate issuing Authority has clearly mentioned in the certificate as "Exempted from deposit of Earnest Money irrespective of value of Monetary Limit".

The BIDDERS who fulfill the above conditions apply for EMD exemption, in advance to this Office and they shall obtain approval before Offer submission itself. However, please note that exemption will be issued purely at APGENCO's discretion.

All the bidders shall invariably upload the scanned copies of Purchase Orders/Work Orders along with Performance Certificates/Work Completion Certificates and D.D/Bank Guarantee/Insurance Security Bonds towards EMD/EMD exemption letter (if applicable), along with the Bid, in APGENCO e-procurement platform, failing which their offer shall be liable for rejection.

(7) **<u>VALIDITY OF BID PRICES</u>**:
The validity of the offer should be 120 days from the date of opening of "Price-Bids".

(8) **<u>INCOME TAX RETURN ACKNOWLEDGEMENTS, GST AND PAN</u>**:
The bidder should furnish/upload the copies of Income Tax Return acknowledgement slips for the years ending (March 31st) 2021, 2022, 2023, 2024 and 2025, copies of GST registration certificate and PAN along with tender.

(9) **<u>DOCUMENTS TO BE UPLOADED</u>**
Copies of the following, in compliance with the qualification requirements stipulated in S.No.(5.0) above shall be submitted.

a. Experience certificates duly indicating the scope of work, issued by the customer(s)/client(s) to whom the work was executed along with order copies.

b. Copies of certificates from statutory auditor showing the annual financial turnover.

c. Earnest Money Deposit (EMD) for requisite amount.

d. Income Tax Return acknowledgement slips for the years ending March 31st, 2021, 2022, 2023, 2024 and 2025.

e. Copies of GST registration certificate and PAN.

f. All the stipulated Bid Schedules (as per the enclosed formats), duly filled in signed & stamped along with supporting documents.

g. Tender document along with clarifications/Corrigenda if any, signed & stamped.

h. Any other certificates relevant with the specification.

<u>Moreover, responsibility for correctness of the information submitted in the bid lies with bidder. If any information furnished in the bid is proved to be false at a later date, the bid will not only be rejected and the bidder will also be BLACKLISTED.</u>

(10) 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 Superintending Engineer/ C&FO/ APGENCO/VS or his nominee at his office on the specified date mentioned above. Presence of bidders / their authorized representatives is not envisaged.

(11) The price-bids of such bidders who are determined to have complied with the eligibility criteria will only be opened.

(12) Notwithstanding anything stated above the APGENCO reserves the right to assess the bidder's capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the APGENCO. In this regard the decision of the Corporation is final.

(13) The bidder should upload the relevant documents duly signed on each page with seal.

(14) The bidders need to contact the Superintending Engineer/C&FO for any information.

Superintending Engineer (Coal & FO)

SECTION-IV

SPECIAL TERMS & CONDITIONS RELEVANT TO THE WORK

1. Source of Supply:
(a) M/s MCL coal mines/washeries at Talcher/IB Valley of Odisha State to Dr.NTTPS (VTPS), Ibrahimpatnam/Dr.M.V.R. RTPP, Muddanur (b) M/s ECL coal mines, Sonepur bazari, West Bengal to Dr. NTTPS. However, sources of supply may change depending on the long-term linkage to be given by Ministry of Coal and the quarterly linkage to be granted by Standing Linkage Committee, Ministry of Coal, Govt. of India / QSQ as per FSA.

2. Period of contract:
The contract is for a period of two years from the date of commencement of work.

3. Schedule of Quantity:
The quantity of coal expected to be supplied by MCL to Dr. NTTPS/Dr. M.V.R RTPP via All Rail Route is **60.0 Lakh MT/annum** as follows:

Dr. NTTPS : 40.0 Lakh MTPA (Raw Coal) & 5.0 Lakh MTPA (Washed Coal) and
Dr. M.V.R RTPP : 5.0 Lakh MTPA (Raw Coal) & 10.0 Lakh MTPA (Washed Coal)

The quantity of coal expected to be supplied by ECL to Dr. NTTPS via All Rail Route is **10.0 Lakh MT/annum**

The above quantities are only indicative and subjected to variation depending upon generation schedule, standing linkage committee allotments/QSQ as per FSA, etc. These quantities may increase/decrease during the currency of the contract.

4. Scope of work:

The services to be rendered by the Contractor under this contract shall be as follows:

a) For Coal supplies from MCL:

i) The Contractor should co-ordinate in preparing MCL program against (requirement) MSQ/QSQ of APGENCO and gets the same endorsed by M/s.MCL as per standing arrangements. The program should also be submitted to the Director/ Rail movement coal office for issue of priority sanction, if necessary.

ii) Proper supervision and witnessing loading of Raw coal/washed coal at Talcher/IB Valley mines/washeries of MCL by maintaining proper liaison with MCL & Railways.

iii) The Contractor shall be responsible for linkage materialization of Raw coal as per the sanctioned programme of Director (Rail movement), Kolkata.

iv) The Contractor shall be responsible for liaisoning with MCL for placement of the rakes for loading of washed coal at MCL washery sidings.

v) The contractor shall be responsible for getting good quality of coal from MCL i.e., G13 or superior to G13 grade of coal, to meet the requirement of APGENCO Power Plants. The contractor should liaison with MCL and Railways such that a greater number of rakes are loaded from Talcher area and Mahalaxmi area.

vi) The contractor shall be responsible for loading of raw coal / washed coal free from stones, shale and other extraneous matters such as muck, wood pieces, iron/metallic pieces etc.

vii) The contractor shall be responsible for loading of Raw coal/ washed coal of size as indicated in the coal invoices. The contractor should coordinate with pay loader operators to avoid loading of heavy size boulders.

viii) The contractor shall ensure that sufficient man power is deployed round the clock so as to cover all the rakes loaded at different sidings. The contractor should ensure that each rake should be supervised by at least 5 persons to cover all pay loader operators.

ix) The Contractor should ensure that MCL takes adequate steps to rectify the defects pointed out by the Contractor/APGENCO staff at the time of loading and ensure that inferior coal is not loaded into the wagons.

x) The contractor should liaison with ECL to avoid loading of wet coal into the wagons and also avoid BOX NS rakes during the rainy season.

xi) The contractor has to collect the daily loading schedules from MCL and the same shall be informed to APGENCO staff and Third-Party Agency for planning and attending to joint sampling activities.

xii) The contractor shall be available at loading points whenever loading of rakes to Dr.NTTPS/ Dr.M.V.R. RTPP is carried out by MCL as per loading schedule round the clock.

xiii) The Contractor shall be responsible for proper loading of Raw coal/washed coal into the wagons without over loading and under loading of wagons and see that the coal is loaded as per carrying capacity specified by the Railways.

xiv) The contractor should be responsible for reduction of penal over loading and idle freight charges claimed by Railways due to improper loading.

xv) The contractor shall be responsible to carry out load adjustment at the originating point itself to avoid Punitive charges for load adjustment (PCLA) levied by Railways. The detention and punitive charges are leviable by Railways is NIL, if the customer carries out load adjustment at the originating station itself.

xvi) The contractor shall assist the APGENCO's supervisory staff at loading points and follow the instructions issued by them for proper supervision of loading.

b) For Coal supplies from ECL:

i) Liaisoning with ECL & Eastern Railway to supply high grade coal rakes especially from **PSBP siding of ECL** based on the rail programme submitted by APGENCO.

ii) Supervision of loading coal rakes so that the wagons are properly loaded at ECL as per the permissible carrying capacity of wagons.

iii) The contractor shall be responsible for loading of High-Grade coal free from stones, shale and other extraneous matters such as muck, wood pieces, iron/metallic pieces etc.

iv) The Contractor should liaison with ECL so as to indent the rakes with Eastern Railways for the PSBP siding or other sidings as decided by APGENCO.

v) The contractor is responsible for loading only high-grade coal rakes with invoice grade superior G5 or superior to G5 from ECL. In any case low grade coal should not be loaded from ECL.

vi) The contractor should inform APGENCO the quality of coal available at siding before loading and ensure that inferior coal is not loaded into the wagons.

vii) The contractor shall be responsible for loading of High-grade coal of size as indicated in the coal invoices. The contractor should coordinate with pay loader operators to avoid loading of heavy size boulders.

viii) The contractor should liaison with ECL to avoid loading of wet coal into the wagons and also avoid BOX NS rakes during the rainy season.

ix) The contractor has to collect the daily loading schedules from ECL and the same shall be informed to APGENCO staff and Third-Party Agency for planning and attending to joint sampling activities.

x) The contractor shall be available at loading points whenever loading of rakes to Dr. NTTPS is carried out by ECL as per loading schedule round the clock.

xi) The Contractor shall be responsible for proper loading of high-grade coal into the wagons without over loading and under loading of wagons and see that the coal is loaded as per carrying capacity specified by the Railways.

xii) The contractor should be responsible for reduction of penal over loading and idle freight charges claimed by Railways due to improper loading.

xiii) The contractor shall be responsible to carry out load adjustment at the originating point itself to avoid Punitive charges for load adjustment (PCLA) levied by Railways. The detention and punitive charges are leviable by Railways is NIL, if the customer carries out load adjustment at the originating station itself.

c) For Coal supplies from both MCL & ECL:

i) Witnessing the sample collection and sample preparation on behalf of APGENCO carried out by Third-Party Agency (TPA)/IIA at all the loading ends of M/s MCL, Talcher and IB Valley areas & ECL mines

ii) Collection of final sample part after preparation at all the loading ends of M/s MCL, Talcher/IB Valley areas & ECL mines and sending the same to respective stations viz., Dr. NTTPS/Dr.M.V.R RTPP within 10 days after receipt of sample. However, it is allowed upto 15 days in extreme conditions.

iii) Pursuing with Third Party Sampling Agency/IIA for submitting their analysis report.

iv) The contractor should ensure that lumpy coal, muddy coal, stones, boulders and extraneous material is not loaded by MCL. The contractor should also ensure proper cleaning (Like lime stone, ferroalloy, raw material tarpaulin sheets and clinkers) of wagons before loading of coal into wagons at MCL/ECL loading points.

v) The Contractor should follow up and maintain liaison with MCL/ECL and Railways for placement of wagons and see that required number of rakes against linkage quantity are placed and dispatched to Dr.NTTPS / Dr.M.V.R RTPP.

vi) The Contractor should inform the Rail Programme from Talcher / IB Valley to Dr. NTTPS / Dr.M.V.R. RTPP.

vii) The Contractor should witness weighment of loaded wagons at weighbridges of Railways at MCL/ECL loading points and ensure that actual weight is recorded in the RR/Coal Bills. It is the responsibility of the contractor to see that RR quantity and Coal invoice quantity must be the same. The Contractor should also ensure that weigh bridges are repaired/ recalibrated in his presence as and when required by both the parties. In case wagons are dispatched unweighed for want of weighing facilities at dispatch end, Contractor should ensure that such wagons are loaded up to a computed standard loading height corresponding to the carrying capacity of the wagons as specified by the Railways. The Contractor should also participate in computation of standard loading height on the basis of volume to weight conversion factor with supplier and Railways. The Contractor should furnish daily/monthly weighment report to Dr.NTTPS / Dr.M.V.R. RTPP within a reasonable period. The contractor shall take utmost care to avoid underloading/overloading of the wagons in order to avoid any penalty levied by the railways.

viii) The contractor shall keep close contacts with officials of the loading railways and at Divisions, so as to ensure that wagons allotted are placed for loading as per allotment order do not get into arrears or short supplied and rakes loaded are not diverted to other plants.

ix) The contractor has to ensure supply of each rake with required number of wagons to avail train load facility as per railway circulars in vogue. In case of short supply of wagons, a certificate from the railways at loading point should be obtained immediately to avoid wagon load charges and to avail train load facility. Such certificates with correct details should be submitted to SE/CHP, Dr.NTTPS / Dr.M.V.R. RTPP within 30 days from the date of loading. If such certificate is absent, the differential amount will be to the account of the contractor.

x) The contractor is responsible for due wagons if any in the rake and see that the wagons are received at the earliest or otherwise match delivery is carried out by Railways.

xi) The contractor has to carry out minor repairs to wagons such as placing sheets on the floor, minor welding, securing the doors etc., to avoid the wagons from rejection and to avoid wagon load charges. The wagon load charges (differential amount) levied by railways will be to the account of the contractor.

xii) The Contractor shall see no rakes shall be booked on "To-Pay basis" and also contractor shall inform to APGENCO prior to levy of surcharge if any. However, ‘‘To- Pay surcharge" as a result of E-Payment system failure either at Banks, Railways or as a result of insufficient funds will be to the APGENCO account. The contractor shall see that ‘‘To-Pay surcharge" shall be recovered either at loading end or at TPS end only.

xiii) The Contractor should follow up the movement of loaded wagons from the moment they are loaded at MCL, Talcher/IB Valley/Washeries and ECL mines, till they reach Dr.NTTPS / Dr.M.V.R. RTPP by keeping liaison with all Railway divisions/zones. The contractor has to ensure that there is no pilferage enroute. The contractor is responsible for reduction of loss of coal during transit of the rake.

xiv) The Contractor should also follow up of movement of supply of empty wagons from Dr.NTTPS / Dr.M.V.R. RTPP back to MCL/ ECL. They should collect loading advises/wagon returns from the coalfields and forward them to Dr.NTTPS / Dr.M.V.R. RTPP to enable verification with actual arrivals.

xv) The Contractor shall see that no rakes shall be stabled in enroute due to overloading. The contractor shall make all the necessary arrangements to release the rake by adjusting the load within wagons and shall obtain clearance from Railways. In any case coal should not be unloaded from the wagons.

xvi) The contractor has to ensure that all the rakes loaded for Dr.NTTPS / Dr.M.V.R. RTPP should be dispatched to Dr.NTTPS / Dr.M.V.R. RTTP. Diversion of rakes (i.e. diverting of rakes loaded for Dr.NTTPS / Dr.M.V.R. RTPP to others, rakes loaded for others to Dr.NTTPS / Dr.M.V.R. RTPP) to be avoided. The agent should ensure and arrange for diversion certificate in case rakes/wagons divert from originating yards/enroute to enable APGENCO to settle their claims with railways on the strength of Diversion certificate. Diversion certificates to be couriered to CE/O&M/Dr.NTTPS and CE/O&M/ Dr.M.V.R. RTPP to enable verification with actual arrivals.

xvii) The Contractor should keep close liaison with MCL/Washery & ECL and ensure that the required quantity of coal is available on the date of allotment of wagons and no wagons/rakes are left empty or short supplied.

xviii) The Contractor should have offices with communication facilities such as Fax, Telephone etc. near the loading points and the concerned Railway Divisional Office at loading points etc.

xix) The Contractor should arrange the staff at site and at Dr.NTTPS / Dr.M.V.R. RTPP who has to keep the authorities informed of day to day development in various offices in respect of submission of indents, allotment of wagons, dispatch of coal from coal fields to siding and the production problems at the Coal fields etc. Any difficulty, which is apprehended faced, should be communicated to APGENCO so as to enable intervention by APGENCO for taking up with higher authorities. However, this should in no way diminish the responsibility of the Contractor in compliance of the terms and conditions of the contract. The reasons for APGENCO intervention shall be clearly spelt out. This would also enable APGENCO to determine and assess the capacity of agent.

xx) The Contractor should ensure that coal is to be dispatched to Dr.NTTPS / Dr.M.V.R.RTPP linkage / MSQ to Dr.NTTPS / Dr.M.V.R.RTPP.

xxi) The Contractor shall have to submit Original RR, F. Note, Wagon weight statements etc for the rakes loaded to respective TPS within seven (7) days from the dispatch of the coal rakes.

xxii) The Contractor shall have to collect Coal invoices from M/s. MCL/ ECL against the rakes loaded to Dr.NTTPS / Dr.M.V.R. RTPP and submit the same to respective TPS within seven (7) days from the generation of coal bill.

xxiii) To provide necessary assistance to APGENCO inspecting officers on field visits for discussions with MCL/ECL and Railway authorities.

xxiv) To carry out such other functions as may be directed by officers of APGENCO to increase the dispatches from the coalfields within the framework of linkage given by SLC.

xxv) Comply all formalities as per rules and regulations in force of Railways & Coal companies for the rakes booked to respective TPS.

5. Acceptance:

It is not binding on APGENCO to accept any tender. APGENCO reserves the right to place the orders for individual items of subject work on different bidders and to reject any/all Tenders/Orders without assigning any reason.

6. Payment Terms:

(a) 90% Payment will be released within 30 days after receipt of the bills month wise in complete shape in all respects and after taking into account the following.
   i) Recovery of cost of short receipt of coal, arrived on the basis of monthly weighted average.
   ii) Recovery of all Penalties.

(b) Balance 10% payment shall be released on half yearly basis after reconciliation.

(c) All payments shall be released through e-payment system only.

(d) The bills shall be submitted to the respective Chief Engineers of O&M/Dr.NTTPS or O&M/Dr.M.V.R. RTPP along with all requisite enclosures such as RR copies, Coal bill copies, Sample witnessing documents, loading end weighment sheets, F-Notes, ENHC/ FAUC charges reason copy with Railway siding commercial staff signature with seal.

(e) However, weighment shall be restricted to the actual quantity loaded at MCL as per Coal invoice or the weight recorded at Power plant end, on monthly basis, whichever is less.

(f) The Service charges are payable on monthly basis and will be regulated on the following parameters duly distributing as per the percentages indicated against each.

(I) MCL-Raw coal:

Sl. No	Particulars	Percentage of Service Charges payable
1.	Shortage Minimization	25%
2.	Linkage Materialization	10%
3.	Witnessing the sample collection and sample preparation	5%
4.	Loading of coal rakes from specific sidings & grade	30%
5.	Minimization of Under loading charges	30%
	Total:	100%

(II) MCL-Washed coal:

Sl. No	Particulars	Percentage of Service Charges payable
1.	Shortage Minimization	25%
2.	Linkage Materialization	10%
3.	Witnessing the sample collection and sample preparation	5%
4.	Receipt of washed coal with Guaranteed parameters viz Ash & TM	30%
5.	Minimization of Under loading charges	30%
	Total:	100%

(iii) ECL High Grade Coal:

Sl. No.	Particulars	Percentage of Service Charges payable
1.	Loading of coal Rakes from specific sidings & Grade	60%
2.	Shortage Minimization	20%
3.	Minimization of Under loading charges	15%
4.	Witnessing the sample collection and sample preparation	5%
	Total:	100%

(g) Payment of Service charges against the above parameters will be further regulated as indicated below:

(i) <u>Service charges for Shortage minimization charges (Transit loss</u><u>) (MCL/ECL):</u>
The coal rakes shall be weighed at loading end by MCL/ECL through their weighment

system and generate coal invoice for the net quantity. The weighment of rake at unloading end shall be done on in motion weigh bridge (IMWB) at Dr. NTTPS and on wagon tippler at Dr. MVR RTPP.

The service charges towards minimization of shortage of coal shall be paid by taking into consideration of the difference in quantity actually received at Dr.NTTPS/Dr.M.V.R RTPP and quantity of raw coal/washed coal loaded at MCL as per Coal Invoice, on monthly basis. The percentage of allocation of charges as per the %of shortage of coal is as follows:

For the shortage (Transit Loss)	Percentage of allocated charges
Up to 0.5%	100%
Above 0.5%	Payment subject to penalty.

(ii) Service charges for Linkage Materialization (MCL Raw Coal):

Presently the coal linkage to Dr.NTTPS/Dr.M.V.R RTPP is from Talcher/IB Valley mines/Washeries of MCL. The service charges towards linkage materialization shall be paid by taking into consideration of number of rakes sanctioned by Director (Rail movement), Kolkata and number of rakes dispatched to power plant during the month. The period of validity of sanctioned programme is from 04^{th} of current month to 3^{rd} of successive month.

The percentage of allocation of charges as per the % of materialization is as follows:

Percentage of raw coal rakes received against total No. of rakes as per Allocation	Percentage of allocated charges
Above 90%	100%
Above 80% up to 90%	75%
Above 60 up to 80%	50%
Upto 60%	NIL

(iii) Service charges for Witnessing the sample collection and sample preparation (MCL/ECL):

The sample collection and preparation at loading end shall be performed by independent inspection agency (IIA) appointed mutually by APGENCO & MCL. The successful bidder shall be responsible for witnessing the sample collection and preparation at loading end on behalf of APGENCO and to collect sample part of APGENCO.

The service charges towards Witnessing the sample collection, sample preparation shall be paid on submission of proof for witnessing the sampling process at loading end along with IIA/Third party agency/MCL as the case may be and handing over APGENCO sample part at respective power plant with in stipulated time period.

(iv) Service Charges for supply of specific grade of rakes:

A. MCL-Raw coal:

The service charges towards supply of rakes with invoice grade G11 or superior to G11 shall be paid as follows:

Grade of Coal rake	Percentage of allocated charges
G11 and superior to G11	100%
G12	60%
G13	30%
G14 and inferior to G14	NIL

The grade of coal mentioned in the coal invoice i.e. Initial Billed grade of MCL shall be considered for making the above payment.

B. MCL-Washed coal:

Ash & TM Variation (Rake wise)	Percentage of allocable charges
Unloading end %Ash <= loading end %Ash+0.5% (AND) Unloading end %TM <= loading end %TM+0.5%	100%
Unloading end %Ash <= loading end %Ash+0.5% (OR) Unloading end %TM <= loading end %TM+0.5%	50%
Other cases	NIL

C. ECL high grade Coal
The service charges towards supply of rakes from specific sidings with invoice grade G5 or superior to G5 shall be paid as follows:

Siding/Grade	Percentage of allocated charges
PSBP	100%
Other sidings	0%

The grade of coal mentioned in the coal invoice i.e. Initial Billed grade of ECL shall be considered for making the above payment.

(v) <u>Service charges for Minimization of Under loading charges:</u>

The service charges towards minimization of under loading charges (Idle freight) shall be made taking into consideration of the difference in quantity of permissible Carrying capacity and actual weight loaded in the wagon at MCL/ECL as per Coal Invoice. These service charges shall be further regulated as given below:

Sl. No.	Description	Percentage of service charges payable under head, minimization Under loading charges
1	Total Under loading quantity per rake is less than or equal to 50 MT.	100%
2	Total Under loading quantity per rake is more than 50 MT and less than or equal to 100 MT.	50%
3	Total Under loading quantity per rake is more than 100 MT.	NIL.

Under loading Qty (Idle Qty) = Chargeable Qty – Coal invoice qty + POL Qty

(h) The weight of coal received at Dr. NTTPS is arrived as weighment of loaded wagons recorded on in-motion Weigh Bridge minus the tare weight recorded on the In-motion weigh bridge. Whereas, the weight of coal received at Dr.M.V.R RTPP is arrived as weighment of loaded wagons recorded on Wagon Tippler minus the tare weight recorded on the Wagon Tippler.

(i) In case of the absence of weighment of coal for any wagons in a rake at the unloading end, the weight recorded at the loading end for such wagons shall be taken as final. If the weigh bridges at both the ends are not available/working, then the weight of coal for such unweighed wagons shall be taken as per the weight indicated in the Coal Invoice/Railway Receipts (RR).

7. Penalties/Recoveries:

i. The Penal Over Loading (POL) charges levied by the Railways as a whole (excluding the base freight component with taxes) are to the account of Contractor and the same will be recovered on monthly basis from the Service Charges payable to the contractor.

ii. The excess Railway freight due to under loading of wagons (Idle Freight) will be recovered on monthly basis from the Service Charges payable to the contractor as follows as per clause No.6 (g) (v) of service charges towards minimization of under loading charges (Idle freight) under Payment terms.

S.No	Description	Recovery
1	Total Under loading quantity per rake is less than or equal to 50 MT.	Recovery=50% of (Total under loading amount – Under loading amount reimbursed by MCL)
2	Total Under loading quantity per rake is more than 50 MT and less than or equal to 100 MT.	Recovery=Total under loading amount – Under loading amount reimbursed by MCL
3	Total Under loading quantity per rake is more than 100 MT.	Excess Railway freight for Under loading more than 100 MT will be fully recovered

iii. Penalty for shortages for Raw/Washed Coal will be regulated separately on monthly basis as follows.

Shortages	Penalty
Up to 0.5%	NIL
Above 0.5%	Monthly weighted average landed cost for the short receipt of raw coal & washed coal quantity. The following are the present landed cost (approx.) for indication purpose: **MCL Coal:** **Dr.NTTPS:** Raw Coal: Rs.3,454/- per MT Washed coal: Rs.4,176/- **Dr.M.V.R.RTPP:** Raw Coal: Rs.4,195/- per MT Washed coal: Rs.4,918/- per MT **ECL Coal:** **Dr. NTTPS:** Raw Coal: Rs.7740 /- per MT

iv. The Punitive charges for load adjustment (PCLA), Engine Haulage charges (ENHC), Siding Charges, Shunting Charges and any other penalties levied by the Railways shall be deducted on monthly basis from the Service Charges payable to the contractor.

The Engine Haulage charges (ENHC) for loading of rakes at SILO's are to the account of APGENCO and the same shall be reimbursed when the contractor submit the details from Railways that the ENHC charges are levied for loading of rakes at SILO's.

Further, the Freight adjustment under charges (FAUC) will be deducted from the monthly bills of the contractor. The contractor has to obtain break up for FAUC from Railways. The charges levied by railways which are attributable to APGENCO will be released to the contractor.

v. **Zero weighment wagons**:
Any wagon received with zero weighment in the RR weighment sheet, but Railway freight is collected on RR chargeable weight, the same shall be deducted from the contractor. The deducted amount will be released after receipt of claim from Railways.

vi. **Due wagons:** Any wagon is missing in transit due to operational constraints of Railways, but freight is collected for the quantity in RR, the same shall be deducted from the contractor. The deducted amount will be released after receipt of due wagons or match delivery by Railways

vii. Any financial implications aroused out of dispatch of rakes on wagon load basis then the differential charges between train load and wagon load shall be recovered from the bills of the contractor.

viii. If the above penalties exceed monthly service charges payable, the same will be recovered from 10% retention bills. If the penalties exceed 10% bills the same will be recovered from Security Deposit.

8. Statutory deductions like Income tax etc. deductible at source if any will be affected as per rules prevailing and certificate will be issued to that effect.

9. Contractor should keep APGENCO informed about the coal supply position as well as suggestive measures, if any.

10. Contractor should inform APGENCO the names and addresses of his representatives posted at loading point.

11. Contractor should not assign this contract or any part of it to any persons/organization or give sub-contract or sub-let the contract without the prior written approval of APGENCO.

12. APGENCO reserves the right to appoint more than one Contractor/ Contractors for this job during the currency of this contract and such an act shall not confer any right on the Contractor for any compensation or alteration of the terms of this contract.

13. APGENCO reserves the right to terminate/short close the contract if the performance of the contractor is not satisfactory duly forfeiting the Security Deposit by giving 7 days notice.

14. APGENCO may resort to pre-close the contract at any time without any liabilities or what-so-ever in the overall interest of APGENCO.

15. Tender Rates:

The contractor shall include all taxes, fees, duties, levies etc at applicable rates in the service charges while submitting the bids online (price bid). In the event, due to statutory charges by Govt. of India or Govt. of Andhra Pradesh relating to law and/or regulation and/or procedures or increase in duties, levies, taxes etc. the same shall be reimbursable to the contractor provided the contractor submits the proof for the same and pass on to APGENCO if there is decrease in duties, levies, taxes etc. The bidder shall furnish the breakup of taxes, duties etc. in the rate quoted.

16. GST:

GST shall be reimbursed at actuals against the production of documentary evidence to the extent of mandatory nature. The Contractor shall furnish the GST registration number and enclose a copy of GST registration certificate.

17. Security Deposit:

The successful bidder shall furnish Security Deposit equivalent to 10% of the total accepted value of the contract for Two years, within 15 days from the date of issue of LOI/PO/Work Order in the form of Bank Guarantee issued by a Nationalized / Scheduled bank / Insurance Surety Bond as per the IRDAI guidelines valid throughout the contract period with a claim period of 6 months thereafter for proper fulfillment of contract, favouring to Chief Engineer (Generation), APGENCO, Vidyut Soudha, Vijayawada. The Security Deposit will not carry any interest.

ADDITIONAL SECURITY DEPOSIT:

For tenders up to 25% less than the Estimated contract value of the corporation, no additional security deposit is required. But for tenders less by more than 25% of the estimated Contract Value, the difference between the tendered amount and 75% of the Estimated contract value of the corporation, shall be paid by the successful bidder within 15 days from the date of issue of Letter of Intent/ Purchase Order in the form of Bank Guarantee issued by a Nationalized / Scheduled bank / Insurance Surety Bond as per the IRDAI guidelines valid throughout the contract period with a claim period of 6 months thereafter for proper fulfillment of the terms and conditions of the contract. The amount shall be forfeited to the extent of financial loss suffered by the Corporation, if the Contractor fails to execute the order/fulfill its terms and conditions.

Apart from Additional Security Deposit, the bidder shall have to submit the rational justification of their quoted rate and plan of action for execution the work under the quoted rate, to the satisfaction of purchase committee of APGENCO, before placement of order. Otherwise, APGENCO may resort to place order on next qualified bidder, on its sole discretion. The decision of APGENCO in this matter is final and shall be binding on all bidders.

Further, reconciliation of the contract shall be carried out on quarterly basis considering the monthly payments and recoveries to ascertain the performance of the contractor. In the event the net payable amount to the contractor found to be Negative, it will be construed that performance of the contractor is not satisfactory and the contract is liable for short closure, at the sole risk and cost of the contractor.

i. Failure to submit Security Deposit and Additional security deposit (if applicable) as defined above, shall entail forfeiture of EMD.

ii. The Security Deposit and Additional security deposit (if applicable) will be returned at the end of contract only if the contract is completed to the satisfaction of APGENCO and on issue of a certificate by the concerned officer and there is nothing outstanding either against this contract or any other contract placed by the corporation on the contractor.

iii. The BG furnished towards EMD will be returned after submission and acceptance of BG / Insurance Surety Bond towards Security Deposit and Additional security deposit (if applicable).

18. The actual quantity received in time at Dr.NTTPS/Dr.M.V.R RTPP against allocations made to APGENCO by Standing Linkage Committee, Ministry of Coal, Government of India/**QSQ/MSQ as per FSA**, would also form one of the parameters for assessing the performance of the coal Contractor among other things, barring any Force Majeure circumstances. Any labour unrest among employees of the Contractor or circumstances under the control of Contractor does not construe a Force Majeure.

19. The Contractor shall be solely liable for any injury and/or damage that may be caused to contractor's men or any persons due to accident or otherwise. Contractor shall also be liable for damages caused to the Railways property by contractor's men or materials while executing this contract. Contractor shall indemnify and keep APGENCO indemnified and save APGENCO to be harmless against all claims, demands, liabilities, expenses, which APGENCO may be, put to on account of Contractors fault.

20. Contractor shall comply with all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made thereafter which may be applicable to contractor. Contractor shall also comply with other Labour and Industrial laws.

21. **Jurisdiction:** All and any dispute or difference arising out of or touching the contract against this specification shall be decided by the Courts or Tribunals situated in Vijayawada/Amaravati Cities only. No suit or other legal proceedings shall be instituted elsewhere.

Superintending Engineer (Coal & FO)

SECTION-V
TERMS AND CONDITIONS OF JOINT VENTURE/CONSORTIUM

DEFINATION OF 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.

DEFINATION OF 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.

(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.

(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/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 authorizing 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-VII, 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 Authorized 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-VI).**

(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-VIII** 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. TheMember(s)/Partner(s)shallundertaketoparticipateintheBiddingProcessonlyth roughthisJoint 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) Share holding 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 fulfillment of its obligations under this Agreement.

(i) **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.

(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 bid Application (Annexure-VI)
(2) Power of Attorney for Lead Member/Partner of Consortium (Annexure-VII)
(3) Joint Bidding Agreement (MoU) (Annexure-VIII)
(4) Undertaking, if required as per Clause No II (1)

SCHEDULE-I

PROFORMA OF LETTER OF AUTHORITY
(To be furnished on Principal's Letterhead)

Tender specification No.

M/s Andhra Pradesh Power Generation Corporation Ltd

Dear Sirs,

Ref: NIT No---, Due opening date______

@@@

In connection with your above tender specification, (Name, full address, Telephone & Fax Nos) have been duly authorized by the undersigned to act as an agent on our behalf.

We confirm that any offer/commitment made by them including price, technical specification, delivery schedule shall be binding to us and we further confirm that we shall fully abide by the said conditions.

This authority shall be irrevocable and remain valid during the period of contract, if awarded by APGENCO.

Thanking you,

Yours faithfully,

	For and on behalf of	:	______________________
	Name	:	___________________
	Designation	:	___________________
Seal of the Company	***Date***	:	___________________

SCHEDULE-II

DETAILS REGARDING SPECIFIC ACCEPTANCE OF IMPORTANT CLAUSES OF TERMS AND CONDITIONS

Tender specification No.

The bidder shall confirm his acceptance for the following clauses.

Sl. No.	Description of clause	Clause No	
(1)	Experience	: 5 of Prequalification Bid Requirements	
(2)	Earnest Money Deposit	: 6	-do-
(3)	Validity	: 7	-do-
(4)	Income Tax Return Acknowledgments, GST and PAN	: 8	-do-
(5)	Scope of Work	: 4 of Special Terms and Conditions	
(6)	Payment Terms	: 6 of Special Terms and Conditions	
(7)	Penalties	: 7	-do-
(8)	Security Deposit	: 17	-do-
(9)	Deviations if any from the terms and conditions of the specification	: ***(Mention as NIL if no deviations are taken)***	

Seal of the company

Name of the firm

Name & Signature of the bidder

Designation:

Date:

SCHEDULE-III

DECLARATION

Tender specification No.

We hereby declare that:

a. We have not been black listed/ banned in any department due to any reasons.

b. We will agree to get disqualified ourselves for any wrong declaration in respect of the above and get our tender summarily rejected.

c. The soft copies uploaded by us are genuine. Any incorrectness/ deviation noticed can be viewed seriously and apart from cancellation of the Purchase Order, forfeiting the Bid security, criminal action can be initiated including suspension of business and/ or black listing.

	Name of the Bidder	:	____________________
	Signature of Authorized Representative	:	____________________
	Name	:	____________________
	Designation	:	____________________
Seal of the Company	***Date***	:	____________________

SCHEDULE-IV

DETAILS OF SIMILAR ORDERS EXECUTED BY THE BIDDER

Tender specification No.

Sl. No.	*Item description*	*Name and address of the Power plant/ Public/Private sector industries*	*PO.No& Date, Basic unit rate& total Value of order*
(1)	(2)	(3)	(4)

Name of the Bidder : ____________________

Signature of Authorized Representative : ____________________

Name : ____________________

Designation : ____________________

Seal of the Company ***Date*** : ____________________

SCHEDULE – V

DETAILS OF FINANCIAL STANDING OF THE BIDDER

Tender specification No.

S. No.	Name of the Bank	Actual Balance at the Credit of the Bidder	Permissible over draft	Total Credit	Remarks

Signature:
Name :
Designation :
Company :
Date :

Seal of the Company

ANNEXURE-I

GUIDE-LINES FOR SUBMISSION OF BANK GUARANTEE/INSURANCE SURETY BOND

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

1. Bank Guarantee/Insurance Surety Bond shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank/Insurance Company.

2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee/Insurance Surety Bond executed on the stamp paper of more than 6 months old shall be treated as invalid.

3. The contents of the bank guarantee/Insurance Surety Bond shall be as per APGENCO proforma.

4. The bank guarantee should be executed by a nationalized / scheduled Bank only. The Insurance Surety Bond should be executed by a as per IRDAI guidelines.

5. The executor of bank guarantee (Bank Authority)/Insurance Company Authority should mention the power of attorney no. and date executed in his/her favour authorizing him/her to sign the document or produce the photostat copy of power of attorney.

6. All conditions, corrections, deletion in the bank guarantee/Insurance Surety Bond should be authenticated by signature of bank/Insurance Company officials signing the bank guarantee/Insurance Surety Bond.

7. Each page of bank guarantee/Insurance Surety Bond shall bear signature and seal of the Bank/Insurance Company.

8. Two persons should sign as witnesses mentioning their full name and address.

9. The Bank account details of APGENCO are mentioned below:

Beneficiary Name as per Account	APGENCO
Bank Name	State Bank Of India
Bank Account Number	62351741685
Account Description	MC-C C Stocks (C&I)
Bank Branch Name & Address	Specialized MID Corporate Branch, Vijayawada
MICR Code	520002044
IFSC Code	SBIN0016576

ANNEXURE-II

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

PROFORMA OF BANK GUARANTEE FOR THE EARNEST MONEY DEPOSIT (EMD)

Bank Guarantee No:
Date:
Valid Up to:
Claim Period up to:

In consideration of the Andhra Pradesh Power Generation Corporation Limited ____(An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' 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 Bidder/Vendor / Contractor / Supplier) having its registered office at_______ (hereinafter called the said Bidder/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 Bidder/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 __________[Bidder/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 APGENCO 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 APGENCO any money so demanded notwithstanding any dispute(s) raised by the Bidder/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 Bidder/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 APGENCO that the APGENCO 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 Bidder/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 Bidder/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 APGENCO in writing. Furthermore, we .... (indicate the name of the Bank) accept that

1. This Bank Guarantee is unconditional and absolute

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

3. This Bank guarantee covers all the losses, claims, damages and costs suffered by the APGENCO against the said Tender.

Notwithstanding anything to the contrary contained hereinabove:

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

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

In witness where of signed this Guarantee on this ______Day __Year___ for __ Bank at

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

Designation:
Address:

ANNEXURE-III

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)
PROFORMA OF BANK GUARANTEE FOR THE SECURITY DEPOSIT (SD)

Bank Guarantee No:
Date:
Valid Upto:
Claim Period:

In consideration of the Andhra Pradesh Power Generation Corporation Limited ____(An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' 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 Contractor / Supplier/Vendor) having its registered office at____ (hereinafter 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 APGENCO 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 __________[Bidder/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 APGENCO 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 Bidder/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 APGENCO. 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 APGENCO 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 the 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 APGENCO under by virtue of the said Contract/Agreement have been fully paid and its claims satisfied or discharged or till the concerned authority of APGENCO 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 APGENCO 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 APGENCO that the APGENCO 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.

This 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 APGENCO in writing. Furthermore, we (indicate the name of the Bank) accept that

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

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.__________ 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

FORM OF INSURANCE SURETY BOND FOR BID SECURITY

Insurance Surety Bond No ....

Date:

To: (Name and address)

1. In consideration of the Andhra Pradesh Power Generation Corporation Limited (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' 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 Bidder/Vendor/ Contractor/Supplier) having its registered office at__________________ (hereinafter called the said Bidder/ 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 Bidder/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……………. __[Bidder/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 APGENCO as our primary obligation without any delay or demur, merely on your first demand and without reference to the Bidder, if the Bidder fail to fulfil or comply with all or any of the terms and conditions of the above tender notification any sum or sums up to a maximum amount but not exceeding Rs ______________ (Rupees-- only).
2. Any such written demand made by the APGENCO 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 APGENCO is disputed by the Bidder or not, merely on the first demand from the APGENCO stating that the amount claimed is due to the APGENCO 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 APGENCO 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 APGENCO 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 APGENCO that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APGENCO 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 APGENCO 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 APGENCO shall be entitled to treat the **Surety Insurer** as the principal debtor. The APGENCO 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 APGENCO, and the **Surety insurer** shall not be released from its liability under these presents by any exercise by the APGENCO 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 APGENCO or any Indulgence by the APGENCO to the said Bidder or by any change in the constitution of the APGENCO 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 APGENCO 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 APGENCO 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 APGENCO 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 APGENCO 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-V

FORM OF INSURANCE SURETY BOND

[Security Deposit/Performance Security/Additional Performance Security/
Advance Payment Security]

Insurance Surety Bond No ....… Date:

To:
(Name and address)

In consideration of the **Andhra Pradesh Power Generation Corporation Limited** (An enterprise of the Government of Andhra Pradesh) (hereinafter referred to as 'APGENCO' 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 APGENCO 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 APGENCO, 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 APGENCO shall claim, without the APGENCO 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 APGENCO, officer not below the rank of Chief Engineer/APGENCO 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 APGENCO 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 APGENCO 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 APGENCO 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 APGENCO to proceed against the Contractor before **presenting** to the **Surety Insurer** its demand under this **Surety Bond**.
5. The APGENCO 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 APGENCO 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 APGENCO, and the **Surety Insurer** shall not be released from its liability and obligation under these presents by any exercise by the APGENCO 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 APGENCO 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 APGENCO 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 APGENCO on the **Surety Insurer** under this **Surety Bond** all rights of the APGENCO 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 APGENCO 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 APGENCO 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 APGENCO 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-VI

POWER OF ATTORNEY FOR SIGNING OF BID APPLICATION- JV/CONSORTIUM

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.
2.

[Notarized]

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 executants(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-VII

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 executants(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 Appostille certificate.

ANNEXURE-VIII

JOINT BIDDING AGREEMENT (MOU)

(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 Organization 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 ITISHEREBY 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) **Share holding 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:

Lead Member/Lead Partner	……………%
Second Member/Second Partner	……………%
Third Member/Third Partner	……………%

(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 or such Member/Partner in the fulfillment of its obligations under this Agreement.

(9) **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.

(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 WHERE OF THE MEMBER(S)/ PARTNER(S) ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENTAS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED,SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER/PARTNER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED,SEALEDANDDELIVERED

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.

PART-II
PRICE BID
(DO NOT UPLOAD with PQR documents)
(UPLOAD in Commercial bid only)

Tender specification No. 610002362

Name of the Work:
Supervision of loading, linkage materialization, movement of raw coal/washed coal, witnessing of weighment, minor repair to wagons, liaisoning for supply of rakes from specific sidings, witnessing the sample collection & preparation, minimization of under loading of wagons and proper receipt of coal at destination, supplied by M/s. Mahanadi Coalfields Ltd from Talcher/IB Valley mines/washeries, Odisha and M/s Eastern Coal Fields Ltd, West Bengal to Dr.NTTPS and Dr.M.V.R.RTPP of APGENCO for a period of two years.

Name of the work	Qty (MT) for 2 years	Service Charges in Rs. / MT			
		(in Figures)	(in Words)	% GST	Rate with GST
(a) Supervision of MCL Raw coal	80 Lakh				
(b) Supervision of MCL Washed coal	40 Lakh				
(c) Supervision of ECL raw coal	20 Lakh				

Note:

1. This price bid shall be uploaded in the commercial template while submitting the tender online but not in technical template (C folder). If the price bid is uploaded in technical bid template i.e. C folder, the tender may be liable for disqualification.

2. The Rate per MT quoted by the contractor should be FIRM & must be quoted online.

Seal of the Company

Name of the firm

Name & Signature of the Bidder

Designation

Date

3. Rate per MT quoted in commercial bid template only considered for establishment of L1 during the evaluation.

4. The Rate per MT quoted by the contractor shall include all taxes, fees, duties, levies etc at applicable rates in the service charges. The bidder shall furnish the breakup of taxes, duties etc. in the rate quoted.

5. The rate quoted should be in Indian Rupees (INR). In case of any discrepancy in the quoted Rate/MT in figures to words, that Rate/MT mentioned in words shall be considered as the rate quoted.

6. The bidders shall quote the **Rate/MT excluding GST** in the e-tender portal for all the above 3 items separately. However, the evaluation of the price bids will be done on the basis of scanned copy of the Price Bid (Part-II) uploaded in commercial bid template only.

Seal of the Company

Name of the firm

Name & Signature of the Bidder

Designation

Date