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

Vidyut Soudha, Gunadala, Vijayawada – 520004
Ph No: 0866-2526111, 6112
E-mail: cecoalapgenco@gmail.com

Tender ID No: 993206

Lifting of 1.0 MMT of raw coal from Naini Coal Mine of M/s SCCL located in the state of Odisha and transportation of raw coal from Naini pithead to any of the nearest railway siding by Road mode, stacking and loading of raw coal into railway wagons from the siding and delivery at Dr.NTTPS, Ibrahimpatnam, Dr. NTR Dist, Andhra Pradesh.

Online Bids invited on
AP e-Procurement Platform

Superintending Engineer/Coal & FO
O/o Chief Engineer/Generation
APGENCO, 4th Floor,
Vidyut Soudha, Gunadala, Vijayawada - 520004
Ph No: 0866-2526810
E-mail: cecoalapgenco@gmail.com

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 ID No:	993206
4	Name of the work	Lifting of 1.0 MMT of raw coal from Naini Coal Mine of M/s SCCL located in the state of Odisha and transportation of raw coal from Naini pithead to any of the nearest railway siding by Road mode, stacking and loading of raw coal into railway wagons from siding and delivery to Dr.NTTPS.
5	Brief Scope of work	a) Lifting of raw coal from Naini coal mine of M/s SCCL located near Talcher area of Odisha state b) Transportation of raw coal to nearest railway siding by road mode and stacking of coal. c) Loading of raw coal into railway wagons from siding and delivery to Dr.NTTPS
6	Indicative Contract quantity	**10.0 Lakh MT for 1 year**
7	Period of Contract	The contract is for a period of one year from the date of commencement of work.
8	Place of the work	SCCL Naini coal mine, Talcher, Odisha state Dr.NTTPS, Ibrahimpatnam, Vijayawada, AP
9	Earnest Money Deposit to be paid alo with the tender	The bidder should furnish EMD for an amount of **Rs. 1,65,00,000/-** (Rupees One Crore Sixty Five Lakhs only) as detailed below. An amount of **Rs.1,00,000/-** (Rupees One Lakh only)**,** by online payment in the portal and another **Rs.1,64,00,000/-,** (Rupees One Crore Sixty Four Lakhs only) by way of a Bank guarantee (BG) from any Scheduled / Nationalized bank or Insurance Surety Bond from IRDAI approved Insurance Company (in the prescribed pro-forma, attached to the tender document) and shall be valid for nine (9) months with a claim period of six (6) months thereafter / or by way of DD /BC/Pay order, as EMD **(OR)** 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 AP 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.
10	All DD/BC/Pay Order to be drawn in favour of	The Pay Officer, APGENCO, Vidyut Soudha, payable at Vijayawada.
11	Schedule Available Date & Time	20:00 Hrs on 24.09.2026 Tender Schedules are available for download from https://tender.apeprocurement.gov.in
12	Pre-Bid Meeting	10:30 Hrs on 01.10.2026
13	Bid Submission closing Date & time	15:00 Hrs on 15.10.2026
14	Bid Submission	**Online**
15	Nature of Tender	Open Tender in Two-part bid (i) Prequalification bid and (ii) Price bid
16	Bid Validity	120 days from the date of opening of the Price Bids.
17	Pre-Qualification Bid Opening Date & Time	15:30 Hrs on 15.10.2026
18	Price Bid Opening Date & Time	11:00 Hrs on 22.10.2026
19	Place of Opening	O/o. Chief Engineer/Generation, APGENCO, 4th Floor, Vidyut Soudha, Gunadala, Vijayawada.
20	Officer Inviting Bids	Superintending Engineer (Coal & Fuel oils)/ APGENCO/ Vidyut Soudha, Vijayawada -520 004.
21	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. 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. 2) The bidder should have successfully executed work for transportation of a minimum of 2.0 Lakh MT of coal in single work order by Road-cum-Rail (RCR) mode or Road-cum-washery-cum-Rail mode to any State-owned Power Generation Companies/ PSUs / NTPC /

		Government Industries which includes lifting of coal from mines, transportation by road to railway siding, stacking of coal along the siding, indenting of rakes with railways, loading of coal into railway wagons, witnessing of weighment, delivery of coal at plant during anyone of the preceding five financial years ending 2025-26. 3) The bidder should have own siding or shall have to submit a support letter / agreement from owner of the siding from where the bidder is willing to load the coal into the railway wagons. 4) The bidder should have annual financial turnover for any one year during the last five financial years ending 31-03-2026, not less than **Rs.40.0 Crores**. 5) The tenderer shall submit solvency certificate for **Rs.15.00 Crores (Rupees Fifteen Crore only)** from any Nationalized / Scheduled Bank. **Copies of Purchase orders/Work orders along with Performance certificates/Work completion certificates, MOU/ Joint Venture/Consortium agreements as applicable and certificates from Statutory auditor showing the annual financial turnover & proofs for other PQ requirements, shall be uploaded online while submitting the tender as a proof.**
22	Security Deposit	a)The successful bidder will be required to furnish a Security Deposit equivalent to 5% 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. b) Further, the contractor shall submit a Bank Guarantee issued by a Nationalized/Scheduled bank/Insurance Surety Bond as per the IRDAI guidelines within 15 days from the date of issue of LOI/PO/Work Order equivalent to the cost of 1.0 lakh MT raw coal (including taxes, duties, royalty etc.) (**Rs.17.17 Crores** ~ 1,00,000*1717). The BG/Insurance bond shall be valid for one year with a claim period of 6 months thereafter. ADDITIONAL SECURITY DEPOSIT: The successful bidder, whose tendered value is less by more than 25% of the Corporation total estimated value, shall furnish an additional Security deposit of 5% of the Corporation total estimated value 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. All the above shall be issued in favour of Chief Engineer (Generation), APGENCO, Vidyut Soudha, Vijayawada.

23	Paragraphs against which Spec confirmation of and acceptance has be furnished in Schedule-II.	Clause Nos. 5, 6, 7 & 8 of PQB Requirements. 4, 6, 7, 17 of Special Terms and Conditions.
24	Contact details	**<u>For Technical Related</u>**: <u>Ph No</u>: 0866 - 2526810/6138 <u>Email</u>: cecoalapgenco@gmail.com **<u>For AP e-procurement Portal Related</u>**: https://tender.apeprocurement.gov.in

Sd/- Superintending Engineer (Coal & FO)

SECTION-I

ONLINE BIDDING PROCEDURE

1.0.**Submission of Bids**: Bids are invited, online, on AP e-procurement Portal, in Two Parts, viz.,
Part-I or Pre-Qualification Bid (PQB) and
Part-II or PRICE BID.

2.0. Online Bid Submission: The Bidder shall submit his Bid online, on AP *e-Procurement Portal*, i.e., https://tender.apeprocurement.gov.in /portal, as per the procedure given below.

2.1.The bidders shall register on the AP e-procurement Portal, i.e., on https://tender.apeprocurement.gov.in, and submit their bids online. Offline bids will not be entertained by the Tender Inviting Authority, for the tenders published in the same Portal.

2.2. The Tenders/Bids shall comprise of the following.

2.3. Earnest Money Deposit, in specified form, and for requisite amount.

2.4. All schedules (as per the formats in the Tender Specification), furnishing all requisite details, signed and seal & date affixed *(*Price Schedule shall be without prices*)*. Each Schedule shall be accompanied by supporting documentation, as stipulated therein.

2.5.These shall include documents evidencing compliance with Qualification Requirements, etc.

2.6. Scanned copies of each of the above shall be uploaded to the AP *e-Procurement* Portal.

2.7. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2.8. 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.

2.9. 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.

3. Registration with AP e-Procurement Portal:

3.1.Only those Bidders, who are registered on the AP e-procurement Portal, i.e., *https://tender.apeprocurement.gov.in,* are eligible to participate.

3.2. For any queries on registration and online bid submission, on AP *e-Procurement* Portal, the bidders may contact *HELP DESK* of Service provider on *https://tender.apeprocurement.gov.in*.

3.3 The APGENCO e-procurement portal provides an online self-service registration facility to such of the Bidders who are already registered with the respective participating departments for supply of specified goods and services.

4. Tender Document:

4.1. 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.

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

4.3. The Bidder has to keep track of any changes by viewing the Addendum/ Corrigendum issued by the Tender Inviting Authority, from time to time, in the AP e-Procurement Portal. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

5. Digital Certificate authentication:

5.1. The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on AP e-procurement portal. Bids not authenticated by the digital certificate of the bidder will not be accepted on the AP e-procurement portal.

5.2. For obtaining Digital Signature Certificate, for obtaining Digital Signature Certificate, bidders may contact:

M/s. Vupadhi Techno Services Pvt. Ltd.
Flat No : 407, 4th Floor,
Sreeram's Sneha Avenue,
Near Aravinda School, Kunchanapalli,
Tadepalli (M), Guntur (Dist) - 522501.
Andhra Pradesh
Phone No: 91 8645-246370 / 71 / 72 / 73 / 74

(OR)

The bidder may contact Registration Authorities of any Certifying Authorities in India. The list of CAs is available by clicking the link https://tender.apeprocurement.gov.in (or) Digital Certificate/Signature.html.

6.0. Submission of Hard copies:

6.1. All the bidders shall invariably upload in e-Procurement system the scanned copies of DD/BG towards EMD or approved letter of PEMD deposited with APGENCO as the case may be, Certificates/Documents in support of eligibility criteria as mentioned in NIT/Tender documents and this will be the primary requirement to consider the bid responsive.

6.2. The department will carry out the technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system.

6.3. The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents, DD/BG towards EMD prior to tenders being processed for release of purchase order/contract allowing successful bidders 5/10 days time considering actual time requirement from the date of opening of bids to submit original hardcopies of all the uploaded documents.

6.4. The successful bidder shall invariably furnish the original Certificates/ Documents of the uploaded scan copies, original DD/BG towards EMD or approved letter of PEMD deposited with APGENCO as the case may be to the Tender Inviting Authority before release of Contract/release of Purchase order as the case may be either personally or through courier or by post. The sending of the same within the stipulated date shall be the responsibility of the successful bidder. The department will not take any responsibility for any delay in receipt/non-receipt of original certificates/documents

DD/BG towards EMD, Certificates/Documents from the successful bidder before the stipulated time. On receipt of documents, the department shall ensure the genuinely of the DD/BG towards EMD and all other certificates/documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before bids are processed for release of purchase order/sale order /LOI of Contract as the case may be.

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

6.6. The bidder shall complete all the process and steps required for Bid submission following instructions for bidders responding to e-tenders at website. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder after submission of bids on e-procurement platform. The bidders shall be instructed in NIT/Tender documents to note that the bids for which and acknowledgement is not generated by the e-procurement system are treated as invalid of not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APGENCO or service provider is not responsible for incomplete bid submission by bidders.

7.0 Payment of Transaction Fee & Corpus Fund:

7.1 Payment of Transaction Fee: It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to service provider authorized by Govt of AP at 0.03% of estimate value or quoted value (ECV/QV) + GST+ Bank charges for transaction as applicable, with a cap of Rs.10,000/- (Exclusive of GST) for quoted value up to Rs.50.00 Crores and Rs.25,000/- (Exclusive of GST) for quoted value above Rs.50.00 Crores or amount as fixed by Govt. of AP, Currently, as per G.O.Ms.13 dated 07-05-2006, the above mentioned the transaction fee shall be paid through "payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction.

7.2. <u>Corpus Fund</u>: As specified in the E-tender platform the successful contractor shall pay 0.04% of the ECV (Estimate contract value) before entering into agreement/within 15 days after issue of purchase orders/release of sale order.

7.3. There shall not be any charges towards e-procurement fund in case of works, goods and services with ECV/QV less than and up to Rs.10.00 Lakhs.

7.4 The bidder shall complete all the processes and steps required for Bid submission. APGENCO shall not be responsible for incomplete bid submission by bidders.

8.0. Opening of Tenders:

8.1.*Part-I i.e., 'Pre-qualification Bid'* or *PQB,* will be opened ONLINE, at the place indicated on the date & time.

8.2. Only those bids which contain full information and comply with the requirements regarding technical and financial requirements etc., will qualify for opening of *Part-II: 'Price Bid'*.

8.3 It is the responsibility of the Bidder to ensure that the PRICE BID, is completely in line with the PQB. In case the terms indicated in Part-II are found to be different from those indicated in Part-I, APGENCO reserves the right to either consider the terms more favorable to APGENCO, or to reject the Bid, outright.

8.4. Bidders are requested to ensure that they do not upload Part-II (i.e. Price Bid) along with Part-I (i.e., Pre-Qualification/Technical Bid). Otherwise, APGENCO reserves the right to disqualify those Bidders, whose PQB's are found to contain Price Bids.

9.0. DISCLAIMER:

9.1. This Tender Specification, and any subsequent addendum/corrigendum etc., will be made available on AP e-procurement portal, and can be downloaded free of cost. The Bidders shall be solely responsible, for ensuring that their Bids are completely in line with the requirements stipulated therein.

9.2. The Specifications stipulated in these documents, are indicative only. It is the responsibility of the Bidders to ensure correctness of the same. If necessary, they may depute their representatives to Site, to collect all necessary particulars etc.

9.3 Any discrepancies in the requirements stipulated in these documents, shall be brought to the notice of the undersigned, and clarifications shall be obtained prior to submission of Offer itself. *Bidders are advised not to make any assumptions or inferences, on their own.*

9.4 Notwithstanding anything stated above, APGENCO reserves the right to assess the tenderers' capability to execute the contract, should the circumstances warrant such assessment in the Overall interest of APGENCO. In respect of Qualification of the tenderers, *the decision of APGENCO is final.*

9.5 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.

10. Regarding Online Bidding:

10.1 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 AP e-procurement portal. **For any queries on registration and online bid submission, on AP e-procurement website, the bidders may have to contact HELP DESK on** https://tender.apeprocurement.gov.in**.**

10.2 It is the responsibility of the Bidder, to ensure that the scanned copies uploaded to the AP e-procurement portal, are legible.

10.3 The Bidder shall be solely responsible for ensuring that all the requisite documents have been successfully uploaded. Online Offers which are found to be either incomplete or corrupted are liable to be rejected.

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

10.5 The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats displayed it e-procurement web site.

Sd/- 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, proof of PQR documents, all the schedules specified in the specification for the work, etc. **Part-II called the price bid and should contain price bid 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 at *cecoalapgenco@gmail.com*, well in advance of the pre-bid meeting, for addressing the same during pre-bid meeting. The queries received after completion of the pre bid meeting may not be considered by APGENCO.

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. 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.

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

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

24. 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.

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

26. 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.

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

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

29. 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.

Sd/- Superintending Engineer (Coal & FO)

SECTION-III

PRE-QUALIFICATION BID REQUIREMENTS

(1) **Scope of Work:**

Lifting of 1.0 MMT of raw coal from Naini Coal Mine of M/s SCCL located in the state of Odisha and transportation of raw coal from Naini pithead to any of the nearest railway siding by Road mode, stocking and loading of raw coal into railway wagons from the siding and delivery at Dr.NTTPS, Ibrahimpatnam, Dr. NTR Dist, AP.

(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.

(1)	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.
(2)	The bidder should have successfully executed work for transportation of a minimum of 2.0 Lakh MT of coal in single work order by Road-cum-Rail (RCR) mode or Road-cum-washery-cum-Rail mode to any State-owned Power Generation Companies/ PSUs / NTPC / Government Industries which includes lifting of coal from mines, transportation by road to railway siding, stacking of coal along the siding, indenting of rakes with railways, loading of coal into railway wagons, witnessing of weighment, delivery of coal at plant during anyone of the preceding 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.**
(3)	The bidder should have own siding or shall have to submit a support letter / agreement from owner of the siding from where the bidder is willing to load the coal into the railway wagons.

	Copies of the ownership documents of siding or Agreement with siding owner shall be uploaded as proof
(4)	The bidder should have annual financial turnover for any one year during the last five financial years ending 31-03-2026, not less than **Rs.40.0 Crores (Rupees Forty crore only)**. **Copies of certificates from Statutory auditor showing the annual financial turnover shall be uploaded online while submitting the tender as a proof.**
(5)	The tenderer shall submit solvency certificate for **Rs.15.00 Crores** (Rupees Fifteen Crores only) from any Nationalized / Scheduled Bank. The solvency certificate shall generally confirm to the proforma enclosed (Annexure-IX).
(6)	The bidder should furnish EMD for an amount of **Rs. 1,65,00,000/-** (Rupees One Crore Sixty Five Lakhs only).

(6) **<u>EARNEST MONEY DEPOSIT</u>**:

a) The bidder should furnish EMD for an amount of **Rs. 1,65,00,000/-** (Rupees One Crore Sixty Five Lakhs only) as detailed below.

An amount of **Rs.1,00,000/-** (Rupees One Lakh only)**,** by online payment in the portal and another **Rs.1,64,00,000/-,** (Rupees One Crore Sixty Four Lakhs only) by way of a Bank guarantee (BG) from any Scheduled / Nationalized bank or Insurance Surety Bond from IRDAI approved Insurance Company (in the prescribed pro-forma, attached to the tender document)/ or by way of DD /BC/Pay order, as EMD and shall be valid for nine (9) months with a claim period of six (6) months thereafter.

DD/BC/Pay Order shall be in the favour of "The Pay Officer, APGENCO, Vidyut Soudha payable at Vijayawada.

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. The BG shall be issued in favor of Chief Engineer / Generation, APGENCO, Vidyut Soudha, Vijayawada.

Insurance Surety Bond shall be 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 Insurance Surety Bond shall be issued in favor of Chief Engineer / Generation, APGENCO, Vidyut Soudha, Vijayawada.

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

b) ***<u>Waiver in respect of SSI Units</u>:***

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 AP e-procurement platform, failing which their offer shall be liable for rejection.

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

(8) **INCOME TAX RETURN ACKNOWLEDGEMENTS, GST AND PAN**:
The bidder should furnish/upload the copies of Income Tax Return acknowledgement slips for the years ending (March 31st) 2022, 2023, 2024, 2025 and 2026, copies of GST registration certificate and PAN along with tender.

(9) **DOCUMENTS TO BE UPLOADED**
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. Copies of the ownership documents of siding or Agreement with siding owner.

d. Copies of the solvency certificate.

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

f. Income Tax Return acknowledgement slips for the years ending March 31st, 2022, 2023, 2024, 2025 and 2026.

g. Copies of GST registration certificate and PAN.

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

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

j. Any other certificates relevant with the specification.

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.

(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.

Sd/- Superintending Engineer (Coal & FO)

SECTION-IV

SPECIAL TERMS & CONDITIONS RELEVANT TO THE WORK

1. SOURCE OF SUPPLY:
M/s Singareni Collieries Company Ltd (SCCL) will supply coal to Dr.NTTPS (VTPS), Ibrahimpatnam from Naini Coal mine located at Talcher area, Odisha State.

2. PERIOD OF CONTRACT:
The contract is for a period of **one year** from the date of commencement of work.

3. SCHEDULE OF QUANTITY:
The quantity of coal expected to be supplied by SCCL to Dr.NTTPS is **10.0 Lakh MT** during the contract period.

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:

4.1 The contractor shall have to lift raw coal by road from SCCL Naini coal mine located at Talcher area, Odisha state as per the sale order issued by SCCL and transportation of coal from SCCL Naini coal mine to nearest Railway siding by Road, handling of raw coal / stocking nearer to railway siding including arrangement of siding, indenting of Railway Rakes, loading of coal into railway wagons and weighment of Rake at siding, and dispatch from siding to Dr. NTTPS.

The scope of work includes all the activities but not limited to the following:

a) Co-ordination with SCCL Naini coal mine authorities for issuance of sale order/ Release order lifting of raw coal from mines.
b) Documentation for lifting of raw coal from SCCL Naini coal mine, collecting of sale order from SCCL, submission of lifting authorisation and other documents to SCCL for lifting of coal.
c) Monitoring and record of weighment of coal trucks on weighbridge located at mine and take delivery of coal as per the weighment
d) Road transportation of coal from SCCL Naini coal mine to nearest railway siding from where bidder intends to load the coal rakes.
e) Engaging of road worthy trucks equipped with GPS facility and shall be monitored through advanced centralised GPS tracking system.
f) Owning or arrangement of Railway siding for staking and loading of coal through railway rakes.
g) Proper maintenance of Railway siding without bushes, stones, any civil constructions.
h) Unloading of raw coal from trucks by suitable equipment at siding
i) Co-ordination with Indian Railways and indenting for allocation of railway wagons for loading and transportation of coal from Railway siding to Dr. NTTPS.
j) Loading of raw coal by suitable equipment from siding into railway wagons such as payloaders or through mechanised system.
k) Loading of raw coal in clean & suitable wagons within the free time of Railways
l) Providing security & measures to minimize handling loss during lifting from railway siding, transportation from siding and loading in to rakes, dispatching up to Dr.NTTPS.
m) Contractor shall regulate the loading of rakes as per the requirement, without any financial implications on APGENCO.
n) Witness joint sampling at SCCL Naini coal mine with APGENCO / authorized APGENCO agency fat mines for quality check.

4.2 Scope of work and Responsibilities of contractor for Transportation of coal by Road

4.2.1 The contractor, before starting the work, shall have arrange for necessary approval from SCCL Authority as required e.g. list trucks/tipping trucks/pay loaders/equipment, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ pay loaders/ equipment shall be deployed for the work without the approval.

4.2.2 The contractor shall deploy sufficient number of Tippers/Trucks of not less than 28 tonnes capacity for transportation and re-handling, pay loader(s) fitted with weigh to meters for Re-handling and loading, suitable capacity dozer and other suitable required equipment to complete the allotted work within the specified time as indicated by the APGENCO from time to time. The minimum numbers of equipment to be kept at site as under:

i) Pay Loaders fitted with weigh to meters should be of minimum 3.2Cu.m capacity- 5Nos.

ii) Backhoe 1cum capacity 1No. to unload of coal from Non tippers.

4.2.3 All arrangements of Tippers/Trucks, their permits, legal documents etc. for the vehicles used by the contractor to ply on public roads, shall be made by the contractor at its own risk and cost. APGENCO shall in no way be responsible for arranging any Tippers/Truck or for securing permits etc. and will not be liable for any kind of loss arising out of non-existence of such instruments/permits etc.

4.2.4 The contractor shall strictly abide by all rules & regulations of Odisha Minerals (Prevention of Theft, Smuggling & Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rule 2007 (OMPTS) / RTO and only OMPTS / RTO approved Tippers/trucks have to be deployed. The size of Tippers/trucks should be strictly within the size of the installed weighbridges.

4.2.5 No addition or alteration to the size of the body or any such truck shall be carried out. Such Tippers/trucks found shall be immediately removed from coal transportation. The Tippers/trucks shall be loaded only up to the maximum carrying capacity and shall adhere to RTO norms. The top level of loaded Tippers/trucks should be firm and flushed.

4.2.6 The contractor shall arrange for modern live streaming of visuals (High resolution camera) at interim storage yard required for transshipment and loading area of Railway siding. All Road Weighbridge (Inside & Outside) at Railway Siding, In-Motion Railway Weighbridge (Outside) and Entry and Exit gate of Railway Siding covering entire truck loading/unloading and wagon loading operations. The control panel for the same shall be installed at two locations as specified by APGENCO. The contractor has to ensure the accessibility and the display of live streaming visuals of total loading activities 24/7. Access to view the CC camera system shall be provided to APGENCO for live monitoring.

4.2.7 The contractor should follow all terms and conditions related to operation of GPS based Geo-fencing system.

i) They should allow to fix GPS Modules & RFID Tags in the trucks engaged for coal transportation.
ii) GPS/RFID equipment should not be disconnected or tampered.
iii) No physical damage should be done to the equipment.
iv) If any loose connection is detected, the same should be informed to the Project Manager/Engineer
v) If any vehicle is withdrawn from coal transportation, the GPS Module and RFID Tag should be returned back with the help of firm’s Project Manager/Engineer.
vi) If any new vehicle is engaged for coal transportation, it should be fitted with GPS Module & RFID Tag before it is engaged.

vii) If the GPS/RFID equipment is disconnected or tampered or damaged, it shall be deemed to be violation of the contractual obligation on the part of the contractor and APGENCO shall have a right to forfeit the Security Deposit. The contractor shall also be liable to be blacklisted.

4.2.8 Liasoning with DDM (Deputy Director of Mines) Talcher for approval of E-Permit, Transit permit/pass from mining department of Odisha State as applicable and if required, liasoning, supervision and co-ordination for transportation and loading of coal from Naini Coal Mine stock yard.

4.2.9 Coal transportation route passes through forest area and number of villages and approach road to the railway siding. Maintenance & Repair of transportation road (except National Highway & State Highway) approach road to Railway Siding, road required on lease basis or any additional road required for transportation is in the scope of contractor.

4.2.10 All the social / local issues involved in transportation including requirement of any additional road on lease basis must be dealt by the agency for smooth and uninterrupted execution of the work.

4.2.11 Tippers / Trucks shall ply only on routes/roads specified by APGENCO. In case, plying of the tippers / trucks on any other route/road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the APGENCO and accordingly geo-fence shall be altered.

4.2.12 In case of violation of the specified route/road, any legal action taken by the state authorities shall be the sole responsibility of the contractor. APGENCO shall not be liable for the legal actions in any case.

4.2.13 Contractor shall be conversant with OMPTS Rule 2007 / RTO Rules and PWD notifications on roads and take/manage all the issues on their own, without any cost implication to APGENCO. Permissions, if any, required to be taken from the State Dept., for the road transportation shall be in the scope of the Contractor.

4.2.14 The contractor shall indemnify APGENCO against all police actions, for any breach of Rules & Regulations of the Police Dept. or violation of RTO Rules & Regulations or for any incomplete papers / licenses / permissions of vehicles made knowingly or unknowingly by the contractor.

4.2.15 Railway Siding including obtaining required approval from Railways for rake indenting, coal stacking at Railway siding /stacking space as permitted by Mining department and safety & security of coal etc. The Contactor shall coordinate with Railways for allocation of rakes.

4.2.16 The contractor must take up regular environment protection/control measures viz. periodic cleanliness of spillage coal and dust suppression by adequate water sprinkling at Railway siding & approach road to siding, to maintain the air / water pollution parameters within the standards prescribed by State Pollution Control Board issued from time to time by Statutory Board.

4.2.17 The agency shall indemnify APGENCO against the non-compliance or breach of Government rules and regulations on account of Environmental and Forest laws.

4.2.18 Contractor's sole responsibility to protect the public, his employees and vehicles against accidents due to any cause and the Contractor will at all times indemnify APGENCO against all claims under the Statutory Acts or Rules there under or otherwise for or in respect of any damage, injury or fatal and compensation payable in consequence of the above. No claim shall be liable against APGENCO for Contractor's faults or Contractor's representatives or his employees or any third party in the execution of the contract. If APGENCO is made liable for such claims by any court or authority, the same should be reimbursed to APGENCO by the Contractor'(s), as if APGENCO has paid on behalf of the Contractor'(s).

4.2.19 Transportation of loaded coal from Naini coal mine to railway siding in road worthy tippers/trucks. Unloading/Stacking of coal at Railway Siding/ interim storage yard, for which required approvals/permissions shall be obtained from the concerned authorities. During Transportation, covering of coal with tarpaulin/HDPE sheet is required as per the environment norms. The same will be within the scope of the Contractor.

4.2.20 The security against theft of coal all along the transportation route by road and rail is in the scope of the Contractor.

4.2.21 Checking through RFID for authorized vehicle entry at Naini Coal Mines. Authorized driver entry check through biometric / physical verification of driving license.

4.2.22 To regulate movement of Tippers/trucks from Entry Gate of mines area through loading point, weighbridges up to Exit gate of mines under supervision of contractor supervisors.

4.2.23 The loading in all Tippers/trucks shall adhere to RTO specified prevalent norms w.r.t carrying capacity.

4.2.24 Tippers/Trucks loaded with coal should be covered 100% by tarpaulin such that coal is not seen from any side once it is covered before it leaves mines area, to avoid spillage & dust nuisance.

4.2.25 Contractor must ensure the entry of all trucks in a register at Entry & Exit Gate of mines area.

4.2.26 Contractor must provide dedicated internet facility and adequate manpower at Weigh Bridge Railway Siding to verify the receipt of coal from the Naini Coal mine.

4.2.27 Contractor shall ensure the stamping of Challan/E-Pass at Exit Gate of mines area before it leaves Mines premises.

4.2.28 On placement of rakes and before loading, the Contractor shall ensure cleaning of wagons, checking of doors for its proper closing and all other associated activities.

4.2.29 The Contracting Agency shall maintain documents/stock register at siding on daily basis.

4.2.30 In case of whatsoever reasons, the said railway siding is inoperable, APGENCO can take decision to divert to any available railway siding. For which the prorata per ton per km will be applicable for transport for the revised distance other than the approved railway siding.

4.2.31 Compliance to all applicable rules/laws/regulations etc: The Contracting Agency shall ensure compliance of all rules. Laws, regulations of Government/Statutory/local bodies etc as applicable. Any permission required form State/Central Government, Statutory authorities. Local bodies etc shall be obtained by the Contractor/Agency only. The Contractor/Agency shall also ensure compliance of all labour laws etc., as applicable. The Agency shall indemnify APGENCO for compliance of all rules & Regulations required for transportation and rake loading of coal. The Agency has to follow all restriction by any authority strictly.

4.2.32 APGENCO will not be responsible for local issues, issues of villages on transport route, plying of vehicles on no entry timings, issues of lorry transport associations and issues of entry road whether public or private to siding.

4.2.33 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

4.2.34 Only experienced, skilled and disciplined drivers of sound health, good behaviour and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/ pay loaders/equipment deployed for the work. In no case any un-authorized driving of the tipping trucks or operation of pay loaders/equipment shall be permitted by the contractor.

4.2.35 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

4.2.36 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

4.2.37 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipment/men and materials required for the work at his own cost.

4.2.38 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from SCCL Authority. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract may be terminated.

4.2.39 The work shall be executed round the clock on all the days of week as directed by APGENCO & SCCL Authority and the contractor shall be obliged to comply with the same.

4.2.40 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ pay loaders/ equipment required/ deployed for the work. The purchaser shall have no liability whatsoever on this account.

4.2.41 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipment/persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Purchaser shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

4.2.42 In regard to this contract the purchaser shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipment and personnels in transit or while engaged in the work.

4.2.43 If the Purchaser suffers any loss on account of suspension of production or idleness of its equipment/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipment of the contractor, the value of the same as assessed by the Purchaser, be recovered from the contractor's bill/ security deposit. The decision of the purchaser in this regard shall be final and binding on the contractor.

4.2.44 The contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work.

4.2.45 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required by SCCL Rules and regulations.

4.2.46 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

4.2.47 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen where he is working under this contract.

4.2.48 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme, as applicable, and regularly deposit the contributions in accordance with the same. The Purchaser shall have no liability whatsoever in this regard.

4.2.49 In regard to this contract the responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The purchaser shall have no liability whatsoever in this regard and shall be fully indemnified by the contractor against any claim arising out of any non-payment / short- payment / dispute/ award.

4.2.50 In case any accident occurs or any injury is caused to any employee of the purchaser by the vehicles/equipment of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the purchaser shall be recovered from the contractor along with the costs and expenses incurred by the purchaser on the same.

4.2.51 It will be contractor’s responsibility to provide foot-wears, helmets and other, protective equipment, to his employees as provided in the law, at his own cost.

4.2.52 Watch and Ward: The contractor shall be responsible for watch and ward at Railway Station till the coal is loaded into wagons.

4.2.53 Demurrage Charges: The contractor has to load the coal into wagons with in the allowable free time by the railways once the rake is placed. In case of any demurrage charges levied by railways the same shall be borne by the contractor.

4.2.54 Wharfage Charges: If the contractor fails to transport and load the coal into wagons within free time allowed by railways, any Wharfage charges /Demurrage levied by railways the same shall be borne by the contractor.

4.3 Scope of work and Responsibilities of contractor for Transportation of coal by Railway rakes.

4.3.1 The contractor shall be responsible for loading, supervision to ensure proper loading of raw coal in the wagons and weighment of the wagons at siding, monitoring of raw coal, proper loading and weighment of the coal wagons, monitor coal quantity, quality and size during loading and undertake all such steps, with the prior approval of APGENCO.

4.3.2 The bidder shall have own siding or shall have agreement with the owner of the siding from where the bidder is willing to load the coal into the railway wagons.

4.3.3 The successful tenderer/Company shall have their own railway siding or shall make their own arrangements for dispatch of coal from mine to Railway siding. They shall Transport and load the Coal into railway wagons as per Indian Railway rules. The successful tenderer will have to arrange the loading of Coal into wagons ensuring the desired correct weights within the permissible limits of Indian Railways.

4.3.4 The contractor shall get the required allocation of the Railway programme, submit adequate indents of the railway wagons and also obtain regular allotment of rakes from the Railways to carry out the work within stipulated time. APGENCO shall not be responsible for failure of the Indian Railway to supply wagons.

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

4.3.6 The contractor shall inform Chief Engineer, O&M, Dr. NTTPS and Chief Engineer, Generation, APGENCO regularly about the loading, movement, placement of rakes, dispatches, receipts at Dr. NTTPS.

4.3.7 Contractor shall inform Chief Engineer, O&M, Dr. NTTPS and Chief Engineer, Generation, APGENCO regularly about route restrictions and allotment limitations imposed by the Railways, paucity of wagons, etc. on a day to day basis to facilitate the planning and scheduling coal movement and stock at power stations.

4.3.8 Contractor shall supervise the weighment at the loading station and to ensure that weigh bridges at the booking stations are in working conditions. The contractor shall also monitor the movement of the coal wagons after dispatch from the booking station and up to the power station end to minimize loss of coal during transit.

4.3.9 Contractor shall ensure proper loading and dispatch of raw coal from SCCL Naini coal mine as per order quantity.

4.3.10 The contractor shall ensure that the coal is loaded to the full carrying capacity of wagons up to the prescribed PCC (Permissible Carrying Capacity) limits by the Railways and there shall not be any overloading and under-loading.

4.3.11 Liaison with SCCL Naini coal mine, Railways, and other contractors appointed by APGENCO.

4.3.12 The contractor shall ensure allotment of empty wagons and dispatch of rakes only on train load basis. In case of dispatch of rakes on wagon load basis then any financial implication aroused shall be recovered from the bills of the contractor.

4.3.13 The contractor shall obtain day to day programme of movement, dispatch of the coal from the Railways on behalf of APGENCO and furnish the said programme to the Chief Engineer, O&M, Dr. NTTPS and Chief Engineer, Generation, APGENCO well in advance.

4.3.14 It will be the responsibility of contractor to ensure that no sick wagons is allotted by railways, and no freight charges for the sick wagon/empty wagons is charged by the Railways. In case of charging of freight for sick wagons, contractors shall take up the matter with the railways authorities along with the documentation required, within the prescribed time limit of the railways and shall arrange for the refund of the same. Till that time the same will be recovered from your remuneration and will be refunded only after getting credit from railway.

4.3.15 If any coal wagon falls sick on its way and same is cut off from the original coal rake, in that case contractor shall have to go through the original guidelines, which is made available from the concerned Railway to find out the wagon position. If the wagon is sick or any fault occurs, contractor will have to get the same repaired and wagons shall be sent to Dr.NTTPS.

4.3.16 The contractor shall have to ensure that the coal supplied by SCCL without stone, mud. The contractor should also have to ensure that coal with excessive surface moisture, over size, lumpy, muddy, extraneous material is not loaded and dispatched.

4.3.17 The contractor shall ensure and should obtain the clear forwarding note/Railway Receipts with all detail from the Railway Authorities, after loading the coal, before dispatch of the wagons. The contractor shall collect such clear forwarding note/R.R. and submit the same to Dr.NTTPS within week time.

4.3.18 The contractor shall ensure that proper wagons bracket label indicating the full details such as name of colliery and type of coal in full form, along with its declared grade/band etc. are affixed on wagons and they are affixed in manner so as to remain on wagons till wagon reaches to destination, to enable clear identification of wagon for sampling.

4.3.19 Railway freight payment will be done by APGENCO through E-Payment system of Railway. Hence, the contractor should have to ensure that Railway Siding should have FOIS connectivity for making Freight Payment through E-Payment system.

4.3.20 The contractor shall co-ordinate with the SCCL for carrying out periodical joint reconciliations of coal bill accounts in timely manner.

4.3.21 Maintain dumps at the stockyard within the railway station with proper suppression of dust as required by the railway station.

4.3.22 Reload into railway wagons at the stockyard with in the railway station and book wagons to Dr.NTTPS under prepaid systems so as to avoid levy of surcharge towards “To pay” booking of rakes. The “To pay” will be recovered from the contractor’s bill if any.

4.3.23 The contractor shall make good any shortage of raw coal between invoiced quantity at SCCL and the quantity received and weighed at Dr.NTTPS. The contractor must make arrangements of watch and ward for the coal stocked at stockyard.

4.3.24 The contractor shall coordinate with the Railways and ensure placement of wagons, file forwarding notes with Railways, obtain RRs as per Railways rules, indent required labour and equipment/enabling facilities and other agencies for ensuring services for above operations.

4.3.25 Remove foreign materials like boulders, etc. and clean the empty wagons placed for loading.

4.3.26 Make arrangements for continuous loading and drawing out of the wagons when loading is completed.

4.3.27 The contractor shall comply with all formalities as per rules and regulations in force of Railways authorities

4.3.28 The contractor shall ensure that loading is done as per the prevailing rules of Railways for loading and there is no under loading or overloading of wagons

4.3.29 Arrange for continuous sprinkling of water over the coal dump to prevent coal dust escaping in the air as an antipollution measure. In case water supply from the railway is not adequate, it will be the responsibility of the contractor to make alternate arrangements for supply of water. The contractor should ensure that all the antipollution measures are strictly implemented to the entire satisfaction of the railway authorities, throughout the currency of the contract at his own cost.

4.3.30 Demurrage occurs on account of detention of railway rakes at loading point shall be to the account of contractor.

4.3.31 The contractor shall be responsible for shortage of raw coal between the quantities as per the bills of loading, and quantity received at the power station.

4.4 Scope of work and responsibilities of contractor with regard to Railway freight

4.4.1 APGENCO will make the freight payment through E payment mechanism. Hence, the financial responsibility of E-payment lies with APGENCO and all the operational responsibilities of Railway Freight payment will be in the scope of contractor. The operational responsibilities scope shall include but not limited to the following acts to be performed by the contractor mentioned below.

4.4.2 Contractor shall have to submit all the relevant freight documents including original RR, Wagon Statements etc for the coal rake loaded for Dr.NTTPS containing information such as details of the coal rakes booked along with individual Wagon Nos, corresponding RR Nos, RR weight and date of loading, statement showing the details of freight paid duly signed by concerned station master of loading point within 7 days from the dispatch of the coal rakes.

4.4.3 Contractor will have to send soft/scan copy of RR and other documents along with wagon details of coal rakes in Microsoft Excel format through e-mail to Dr.NTTPS within 48 Hrs from the dispatch of the coal rakes.

4.4.4 Contractor will have to see that any incorrect or unacceptable charges are not deducted by the Railway for the freight payment through E-payment mechanism. Any error in calculation, wrong charging of freight (totalling error), overcharges/errors (wrong slab of freight, Kms, wrong overloading slabs) and any charges other than specified Railway norms, which are against the interest of APGENCO, will be recovered from your remuneration charges and it will be refunded to the contractor after getting credit from Railways.

4.4.5 In respect of Rakes/wagons diverted or missing outside APGENCO, the freight charges for the same will be recovered from your remuneration charges and shall not be paid till the receipt of such pre-paid rakes/wagons or match delivery by Railways or settlement of the claim for missing wagons/rakes from concerned Railway.

4.4.6 It will be the contractor's responsibility to see that no rakes will be received on " To pay basis". If the rake is received on "To pay basis", the surcharge applicable will be deducted from your remuneration. However, "To Pay' surcharge, as a result of E payment system failure either at Banks, Railways or APGENCO end or as a result of insufficient funds, will be at APGENCO's account.

4.4.7 For any delay on contractor's part to present the E RR's at power plant resulting into demurrage charges and denial of any benefit thereof by railways, the contractor will be liable for such loss to APGENCO and actual amount of loss will be recovered from contractor's service charges.

4.5 The following shall be ensured by the contractor.

4.5.1 The contractor shall be responsible for liaisoning with SCCL Naini mine authorities for lifting of the Raw coal from mines within the validity period of the sale order.

4.5.2 The contractor shall be responsible for liaisoning with Railways for placement of the rakes for loading of coal at offered railway sidings.

4.5.3 The contractor shall be responsible for getting good quality of coal from SCCL i.e., G11 or superior to G11 grade of coal, to meet the requirement of APGENCO power plants.

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

4.5.5 The contractor should ensure that SCCL 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.

4.5.6 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.

4.5.7 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 SCCL Naini coal mine.

4.5.8 Collection of final sample part after preparation at all the loading ends of SCCL Naini coal mine and sending the same to Dr. NTTPS within 10 days after receipt of sample. However, it is allowed upto 15 days in extreme conditions.

4.5.9 Pursuing with Third Party Sampling Agency/IIA for analysis report.

4.5.10 The contractor should witness weighment of loaded wagons at weighbridges of Railways 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 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.

4.5.11 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.

4.5.12 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 within 30 days from the date of loading. If such certificate is absent, the differential amount will be to the account of the contractor.

4.5.13 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.

4.5.14 The contractor has to ensure that there is no pilferage enroute in road / rail movement. The contractor is responsible for reduction of loss of coal during transit of the rake.

4.5.15 The contractor should also follow up of movement of supply of empty wagons from Dr.NTTPS back to source. They should collect loading advises/wagon returns from the coalfields and forward them to Dr.NTTPS to enable verification with actual arrivals.

4.5.16 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.

4.5.17 The contractor should have offices with communication facilities such as telephone etc. near the loading points and the concerned Railway Divisional Office at loading points etc.

4.5.18 The contractor should arrange the staff at site and at Dr.NTTPS 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.

4.5.19 The contractor should ensure that coal is to be dispatched to Dr.NTTPS linkage / MSQ to Dr.NTTPS.

4.5.20 The contractor shall have to submit Original RR, Wagon statements etc for the rakes loaded to Dr.NTTPS within seven (7) days from the dispatch of the coal rakes.

4.5.21 The contractor shall have to collect coal invoices from M/s. SCCL against the rakes loaded to Dr.NTTPS and submit the same within seven (7) days from the generation of coal bill.

4.5.22 To provide necessary assistance to APGENCO inspecting officers on field visits for discussions with SCCL and Railway authorities.

4.5.23 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.

4.5.24 Comply all formalities as per rules and regulations in force of Railways for the rakes booked to respective TPS.

5.0 FACILITIES TO BE PROVIDED AT RAILWAY SIDING:

The Contractor shall establish the following facilities/works at Railway siding:

1. Loading Equipment:

a) The Contractor has to deploy required number of pay loaders fitted with weigh to meters of not less than 3.2 Cu.m bucket capacity for loading of coal into wagons or the siding shall be equipped with Rapid loading system.
b) SCCL Weighbridges are available at Naini Coal Mine area.
c) Electronic in motion weighbridge (EIMWB) with Railway approval/stamping from legal metrology should be ensured by Transporter in coordination with Railways.
d) The contractor shall issue an identity card/employment card containing ID number to each employee/labour with duly attested photograph by authorized representative of contractor, which they shall always carry, while on work and will produce for inspection whenever required.
e) The contractor has to engage trained security personnel in sufficient numbers 24/7 from certified security agency at Check post with Guard in all three shifts at Railway siding.
f) Lorry weigh bridge for weighment of incoming loaded lorries and EIMWB for weighment of loaded wagons and also deploying of clerk for weighing, one in each shift.
g) Sufficient man power for cleaning of track(s), leveling of coal on loaded wagons, cleaning of side drains, etc.,
h) A list of all persons shall be kept in the office of the contractor and a copy of such manpower deployed shall be furnished by the Contractor (or his representative) whenever it is asked by TGGENCO. All the persons shall be in the direct employment of the Contractor and under direct administrative control of the contractor.

6.0 RESPONSIBILITIES OF THE CONTRACTOR:

a) The contractor should keep himself apprised and be thoroughly conversant with the rules and regulations of the Railways, and other related statutory agencies. The contractor is deemed to assume all the responsibilities in the proper execution of entire work.

b) The contractor shall make arrangements for indenting wagons, placing the same in the stacking area, ensure loading of the wagons to the maximum permissible loading levels/capacity within "free time" as per railway regulations by preparation of forwarding note, obtaining RRs from the railways etc. Demurrage on detention of wagons beyond free time shall be to contractor's account,

c) The contractor shall abide by all instructions and directions issued to him by APGENCO or the authorized officer in respect of the execution of the contract.

d) The contractor shall adequately insure his equipment, staff and other enabling services for the entire period of contract against accident, fire hazards as well as third party insurance covering men/materials/ equipment /cargo properties, etc. of the APGENCO/ Railways/ and other Agencies engaged for handling and transportation. The contractor shall indemnify and shall keep indemnified the APGENCO for any losses arising out of above operations on account of such reasons.

e) The contractor shall strictly abide by all rules & regulations of Odisha Minerals (Prevention of Theft, Smuggling & Illegal Mining and Regulation of Possession, Storage, Trading and Transportation) Rule 2007 (OMPTS).

f) The contractor shall strictly abide by Rules & Regulations of the Police Dept. and RTO during the execution of the contract.

g) The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The purchaser shall have no responsibility/ liability whatsoever on these accounts and the contractor shall fully indemnify, the Purchaser against any claim / dispute/ reference Award, etc. arising out of the same.

7.0 DETERMINATION OF QUANTITY:

The quantity of coal dispatched from SCCL Naini coal mine as per the weighment determined at mines as indicated in the coal invoice. The quantity of coal received at power station will be determined by actual weighment of the wagons at mechanical or electronic weighbridge at receiving end i.e. Dr.NTTPS or RR weight at Railway siding whichever is less), duly adjusting the quantity for the variation in quality viz., quantity adjustment due to increase in total moisture content.

In case of shortage of coal observed between loading end and unloading end is more than 0.5% (Tolerance), the landed cost of coal (including taxes, duties etc,.) as applicable will be recovered from the contractor for shortfall quantity.

The contractor may depute representative for witnessing the weighment of coal at Dr.NTTPS.

8.0 DERMINATION OF QUALITY:

The contractor shall supply raw coal as per the quality parameters viz., GCV, Total Moisture as determined by APGENCO and SCCL /any other TPA as decided by APGENCO & SCCL at mine end. The rake wise Joint sampling and analysis shall be carried out at Dr.NTTPS by APGENCO/ any other TPA as decided by APGENCO at plant end.

The TPS analysis results shall conform to the results at Mine end results **on weighted average basis**.

In case the monthly weighted average Grade of coal at unloading end falls below monthly weighted average grade of coal at loading end, the difference in cost of coal (Including taxes & duties) between monthly weighted average grade of coal at loading and unloading shall be deducted from the bills of the contractor.

The successful tenderer shall depute his representatives for witnessing the sampling and analysis of coal at loading end and at TPS Laboratory.

9.0 COAL SUPPLIES:

The sale order/ release orders for required quantity shall be issued by SCCL, on request of

APGENCO, with suitable validity period. The necessary lifting authorization along with relevant documents shall be provided by APGENCO in favour of the contractor, for lifting of coal at pithead and transport the same to the offered Railway siding, for onward Transportation to Dr. NTTPS by Rail.

The bidder shall be responsible for intending of railway Rakes immediately upon accumulation of required quantity at Rail siding. The bidder shall liaison with Railways for allocating required rakes as per requirement. The Railways shall allot the required rakes for movement to load at offered Railway siding as per the request of bidder. The bidder is not entitled to claim any charges/ payment during the idle time i.e., during the period of non- allocation of linkage /non – supply of raw coal to Dr.NTTPS. The bidder shall acquaint himself of any change in procedure that may take place from time to time by coal controller in respect of road cum rail movement.

10.0 MONITORING OF LOADING OF COAL:

The bidder shall monitor the movement of coal rakes so that there is no undue hold-up enroute or uncalled-for diversion of rakes to other consumers. The tenderer shall at the destination, monitor receipt of the wagons and lodge claims with railways for missing wagons if any. The bidder shall also report any serious abnormality in the condition of the wagons/coal received.

The bidder shall monitor loading of coal at the Railway siding. The bidder should supervise loading into wagons and bring to the notice of the concerned any deficiency either by way of short loading or by way of loading of stones, shale and extraneous materials. The bidder shall have own siding or shall have to agreement with owner of the siding from where the bidder is willing to load the coal into the railway wagons. Any bottlenecks in the loading or transport of washed coal from railway siding to destination for want of adequate wagons shall be immediately taken up with the concerned authorities. Daily loading should be sent to the APGENCO.

11.0 STACKING OF COAL AT THE SIDING:

The contractor shall ensure that the materials are stacked in such a manner as prescribed by the Railways so that sufficient space/area are provided for movement of equipment, dumpers, etc,.to prevent any fire hazards keeping in view the technical requirements as well as Dock Safety Regulations and to ensure maximum utilization of the stacking area and siding facilities allotted for clearance and handling of coal. The contractor will be fully responsible for his failure to comply with the requirements resulting in any deterioration/issues to the materials on account of fire/disintegration, etc., and the surrounding equipment/facilities etc. The contractor shall provide storage insurance for the raw coal stocked at their own cost.

The bidder shall ensure that all statutory permissions obtained from the relevant authority during stacking and also provide suitable storage insurance.

12.0 COAL RECEIVED AT Dr. NTTPS:

In respect of coal received by railway wagons at Dr.NTTPS, the weight of coal received at the power station will be determined by actual weighment of loaded wagons recorded on In-motion weighbridge minus the tare weight recorded on In-motion weighbridge at receiving end i.e. Dr.NTTPS **or RR weight, whichever is less (in tonnes) and this shall be final for payment to the contractor**. The contractor may at his discretion, post his representatives at the power station to witness the weighment of wagons done by the power stations authorities.

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 washed coal for such un-weighed wagons shall be taken as per the weight indicated in the Railway Receipts (RR).

13.0 TENDER RATES:

The rates quoted by the bidders shall be FIRM through out the contract period and any no variation in prices shall be considered during the contract period, under any circumstances. The prices shall be inclusive of all taxes & duties and other incidental charges but exclusive of GST. Any statutory charges paid by the contractor to statutory bodies and insurance premium shall be re-imbursed on submission of documentary evidence.

14.0 GOODS AND SERVICE TAX (GST):

Goods and Service Tax (GST) levied shall be paid extra at actuals at the rate prevailing at the time of execution of work. The contractor has to provide a copy of the Goods and Service Tax (GST) Registration Certificate and mention their Goods and Service Tax (GST) Registration No. and Date in each of their invoices/bills without fail. No invoice or bills paid unless the Goods and Service Tax (GST) Registration No. is mentioned therein.

15.0 ACCEPTANCE OF BID:

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.

16.0 TERMS OF PAYMENT:

16.1 The 90% of the monthly bills along with 100% GST will be paid within 30 days from the date of submission of the bills to Superintending Engineer, CHP, Dr.NTTPS for the quantity of coal received at Dr.NTTPS in all respects and after taking into account the following:

a) Penalty for non-lifting /delay in supply of coal
b) Recovery towards Grade variation
c) Recovery towards under loading and overloading
d) Recovery towards receipt of Stones and other extraneous material
e) Recovery towards receipt of lumpy & muddy coal
f) Adjustment of quantity towards increase in Total Moisture
g) Adjustments of claims on railways for diverted rakes and missing wagons.
h) Adjustment of payments made towards railway freight, if any.

Balance 10% payment shall be released on half yearly basis after reconciliation of quantities and after taking into account the following and any other recoveries if any.

i) Recovery towards short receipt of coal.
j) Any other recoveries

Last six months 10% payment shall be released at the end of the contract period after final reconciliation and taking into account (a) to (j) on production of "No-dues Certificate" from Railways.

However, if the deduction is more than the amounts of 10% balance payment, the same will be realized from the running bills and available deposits with APGENCO.

16.2 The bills shall be submitted to Superintending Engineer, CHP, Dr.NTTPS.

16.3 However, weighment shall be restricted to the actual quantity as per RR or the weight recorded at Power plant end, on rake to rake basis, whichever is less.

16.4 All payments to the successful bidder shall be released by APGENCO through Electronic Payment system.

16.5 While exercising e-payment against the bills, APGENCO shall finalize the amount of penalty, demurrage and any other charges/deductions as per the relevant clauses of the order which shall be deducted from the bills and details shall be provided to the Company while releasing the payment.

16.6 Income Tax, GST and any other statutory levies if applicable as on date from time to time will be deducted from the above bills.

17.0 PENALTIES/ RECOVERIES:

17.1 **Recovery towards any short receipt of coal:**

ACCOUNTING OF SHORTAGE FOR RAW COAL & MODE OF RECOVERY:

i) The quantity of coal dispatched from the SCCL Naini Coal mine as per the coal invoices during the period of contract minus actual receipts at power station (coal received at the power station will be determined by actual weighment of the wagons at mechanical or electronic weighbridge at receiving end i.e. Dr. NTTPS or RR weight whichever is less) duly adjusting the quantity for the variation in quality viz., quantity adjustment due to increase in total moisture content.

The coal in wagons dispatched from Railway siding but not received at the power station and coal wagons received unconnected at Dr.NTTPS should also be taken into account in arriving at the shortage of coal. This reconciliation would be done with the Railways after the completion of the contract. It will be the responsibility of the contractor to file claims for such missing wagons in time, for onward realization of cost of coal.

ii) MODE OF RECOVERY FOR SHORT RECEIPT OF COAL: Tolerance limit of 0.5% will be allowed for the transit loss of coal received at Dr. NTTPS.

iii) The reconciliation of quantities will be done every six months duly considering coal stocks available at both ports as declared by the contractor with Third Party. But for the final six months stock verification should be done in the presence of APGENCO officials.

iv) In case, there is any variation beyond above prescribed tolerance limit in quantity, the actual cost will be worked out for every six months of contract on the basis of the weighted average cost per MT, which will include the following:

a. Cost of coal including all levies and taxes, royalty etc.
b. Road transportation cost from Naini pithead to railway siding including all taxes and duties.
c. Railway freight from Rail siding to Dr. NTTPS with all levies and taxes.

v) Initially, the cost of short receipt coal shall be deducted from contractor's bills, for every six months of the contract. However, final reconciliation on short receipt of coal will be done at the end of the contract. Accordingly, the cost of short receipt coal shall be adjusted in the final bills of the contractor.

vi) During final reconciliation, if any quantity received over and above Coal invoice quantity minus quantity adjustment due to increase in total moisture, service charges for such quantity will not be paid to the contractor.

17.2 **The penalty for non-lifting charges coal:**

The sale order/ release orders shall be issued by SCCL on request of APGENCO with suitable validity period. The successful bidder is expected to lift the Sale order quantity within the validity period the order on continues basis without lapse of the sale order quantity.

In case the contractor fails to lift the sale order quantity within validity period of order, the penalty @ **Rs 200/- PMT** shall be recovered from the bills of the contractor for the lapsed quantity.

17.3 **<u>The penalty for non-lifting charges/delay in supply of coal:</u>**

The successful bidder is expected to lift the Sale order quantity within the validity period the order on continues basis without interruptions and transport the lifted quantity by indenting Railway Rakes once the quality accumulated at Rail siding is sufficient for one Rake.

The penalty of **Rs 100/- PMT** shall be recovered from the bills of the contractor, in case of non-delivery of sale order quantity at TPS of APGENCO within validity period of sale order+10 days, from the date of issue of Sale order by SCCL.

17.4 **<u>Recovery towards under loading and overloading:</u>**

<u>Under loading charges (Idle freight):</u>
The excess freight charges paid by APGENCO due to under loading of wagons (Idle freight) shall be recovered on monthly basis from the Service Charges payable to the contractor.

The under-loading quantity = Chargeable quantity + POL quantity – Invoice quantity

<u>Penal Over loading charges:</u>

The Penal Over Loading (POL) charges levied by the Railways (Excluding base Freight including GST) shall be recovered from the contractor.

17.5 **<u>Recovery of Other Railway penal Charges:</u>**

The Punitive charges for load adjustment (PCLA), Engine Haulage charges (ENHC), Siding Charges, shunting charges, Terminal Charges, demurrage charges levied by Railways at loading end for delay in loading of Rakes and any other penalties levied by the Railways shall be deducted on monthly basis from the service charges payable to the contractor. 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 shall be released to the contractor.

17.6 **<u>Recovery towards receipt of Stones and other extraneous material:</u>**

The contractor shall not be paid for the quantity of the Stones and other extraneous material received at TPS. The quantity of the Stones and other extraneous material received at TPS shall be deducted from the total quantity of coal received at TPS qualifying for the payment.

Further, the penalty for the quantity of the Stones and other extraneous material received at TPS, will be recovered from the contractor as under:

Penalty (Rs./MT) = Landed cost of coal including all applicable taxes and duties.

17.7 **<u>Recovery towards receipt of lumpy & muddy coal:</u>**

In case of receipt of lumpy and muddy coal at TPS for which complaints are received from concerned TPS with the inspection report or documentary evidence, the service charges shall not be paid for quantity of lumpy and muddy coal.

The penalty for the quantity of the lumpy and muddy coal received at TPS, will be recovered from the contractor as under:

Penalty (Rs./MT) = Landed cost of coal including all applicable taxes and duties.

17.8 **Recovery towards deviation in Quality:**

The Sampling & Analysis of coal delivered at loading end shall be carried out as per BIS/ relevant standards by any Independent Inspection Agency (IIA) as mutually decided by SCCL & APGENCO or through Joint sampling between SCCL & APGENCO

The rake wise Joint sampling and analysis shall be also carried out at Dr. NTTPS by APGENCO / any Independent Inspection Agency (IIA) as decided by APGENCO.

However, for all practical purposes Sampling & Analysis by Independent Inspection Agency (IIA) shall be considered at both loading end and unloading end. In case of non-availability of IIA, the results of SCCL will be considered at loading end and results of APGENCO will be considered at unloading end.

i. Recovery towards Grade Variation (Monthly basis):
The monthly weighted average grade of coal as obtained by any IIA / APGENCO at unloading end shall be same as the monthly weighted average grade of coal as obtained by IIA / SCCL at loading end, on FIFO basis.

If the monthly weighted average Grade of coal at unloading end falls below monthly weighted average grade of coal at loading end, the difference in cost of coal (Including taxes & duties) between monthly weighted average grade of coal at loading and unloading shall be deducted from the bills of the contractor.

If the quality of coal in any rake i.e. GCV < 2800 kcal/kg is found at Dr. NTTPS, the contractor is not eligible for any payment for that quantity of coal. Further, the value of coal corresponding to monthly weighted average grade including railway freight & road transportation cost shall be recovered from the contractor bills for the coal received at Dr. NTTPS.

ii. Recovery towards increase in Total Moisture (Rake wise):

The Total Moisture of coal delivered at Dr. NTTPS shall be the same as determined at loading points of SCCL during Sampling & Analysis of coal carried out by IIA / SCCL as mutually decided by APGENCO & SCCL.

If the rake wise total Moisture at Dr. NTTPS exceeds the monthly weighted average value as determined at loading end (on FIFO basis), the weight of coal will be deducted on 1.1 times pro-rata basis for every 0.1% increase in the Total Moisture content for the excess Total Moisture and the service charges to the contractor will be paid to that extent.

The successful bidder shall arrange required personnel for witnessing the sampling and analysis of coal at Dr. NTTPS

18.0 LIQUIDATED DAMAGES:

If the contractor fails to execute the order, APGENCO may, without prejudice to any other right or remedy available, recover damages for breach of contract and to safe guard its interest. Alternatively, APGENCO may resort to fix up new agency at the sole risk and cost of the contractor and recover all such extra cost incurred by the APGENCO in transporting the coal by above procedure.

Alternatively APGENCO may cancel the contract completely or partly without prejudice to its right under the alternative mentioned above.

In case of recourse to alternatives above, the Corporation shall have the right to transport the coal by fixing new agency to meet the urgency of requirements caused by contractor's failure to comply with the scheduled delivery period irrespective of the fact whether the quantity/ rate are similar or not.

19.0 RAILWAY FREIGHT :

Payment of Railway freight from Railway siding to Dr.NTTPS is excluded from scope of the bidder. In case in extraneous conditions APGENCO request the contractor to Pre-pay the freight charges at Railway siding end on reimbursable basis. Any financial implications aroused out of dispatch of rakes on wagon load basis and then the differential charges between train load and wagon load shall be recovered from the bills of the contractor.

20.0 INSURANCE:

The coal is to be insured throughout the transportation period i.e. for inland transportation by rail/road. Storage insurance shall also be taken for the quantities stored at siding. This cost has to be borne by the bidder only.

100% insurance premium shall be paid at actual on production of documentary evidence. However, the total amount payable because of insurance premium shall not exceed the lump sum indicated in the price bid.

21.0 SECURITY DEPOSIT:

19.1 The successful bidder shall furnish Security Deposit equivalent to 5% of the total accepted value of the contract, 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.

i. Failure to submit Security Deposit as defined above, shall entail forfeiture of EMD.

ii. The Security Deposit 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.

19.2 BG towards cost of coal:

Further, the contractor shall submit a Bank Guarantee issued by a Nationalized/Scheduled bank/Insurance Surety Bond as per the IRDAI guidelines within 15 days from the date of issue of LOI/PO/Work Order in favour of Chief Engineer (Generation), APGENCO, Vidyut Soudha, Vijayawada equivalent to the cost of 1,00,000 MT raw coal (including taxes, duties, royalty etc.) (**Rs.17.17 Crores** ~ 1,00,000*1717). The BG/Insurance bond shall be valid for one year with a claim period of 6 months thereafter.

19.3 **ADDITIONAL SECURITY DEPOSIT:**

The successful bidder, whose tendered value is less by more than 25% of the Corporation total estimated value, shall furnish an additional Security deposit of 5% of the Corporation total estimated value 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.

22.0 FOREIGN MATERIAL AND BOULDERS:

If the foreign materials like boulders/ sand etc., are found in wagons at Dr.NTTPS along with coal, the weight of such materials after verification shall be deducted and net weight will be taken for the quantity received in wagon. The contractor should transport the coal as per the intimation of APGENCO. The transport has to be stopped when APGENCO desires to stop the same with one-day notice either due to rain or any difficulties in operation of the plant.

The contractor must always be in a position to deploy adequate vehicles in good working condition to transport scheduled quantity and ensure smooth transportation of coal during the contract period. The coal Lorries should be covered with tarpaulin sheets during the transportation to avoid enroute pollution problems.

23.0 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.

24.0 GENERAL CONDITIONS:

24.1 **SUBLETTING OF CONTRACT:**

No part of the contract shall be sublet without written permission from APGENCO nor shall transfer be made by Power of stern authorizing others to receive payment on the contractor's behalf.

24.2 **SPLITTING OF CONTRACT:**

The contract may be split up and award to more than one contractor and the APGENCO reserve the right to such splitting of the contract. APGENCO shall have the right to place order on one or more agencies at its sole discretion.

24.3 **ENTRUSTING THE WORK TO ANY AGENCY OUTSIDE CONTRACT:**

The APGENCO reserves the right during the currency of the contract to arrange movement of coal by this contract or by any other agency, other than the contractor.

24.4 In the event of conflict/contradiction between provisions of Tender Document and Purchase order, provisions of Tender Document shall overrule, and any provision of Tender document, which is not covered in purchase order, shall also be considered as a part of Contract Agreement.

25.0 FORCE MAJEURE:

The contractor will not be liable for the delay in transporting the coal for reasons of "Force Majeure" such as acts of God, acts of public enemy, acts of Government, fires, floods, strikes, lockouts etc. The Contractor shall within 10 days from the day of resulting such delay, notify to the APGENCO in writing the cause of delay. The APGENCO shall verify and grant such extension of time as the facts may justify. No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period. It is the sole responsibility of supplier to follow the delivery schedule. Non allocation of Railway rakes by Rail authority or any other Railway constraints shall not be considered as Force Majeure and shall not be treated as ground for waival of any penalty.

26.0 The 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.

27.0 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.

28.0 DEDUCTION OF TAXES AT SOURCE:

All the Taxes which are liable for deduction at source as per statute will be effected.

29.0 EVALUATION OF PRICE BIDS:

The price bids of the qualified bidders shall be evaluated based on the final landed cost of coal delivered at Dr. NTTPS which includes the following components:

- **a)** Cost of coal incl. taxes and levies.
- **b)** Service charges quoted by the contractor incl. of Taxes & duties as per price schedule .
- **c)** Railway freight from the offered siding to Dr. NTTPS (TPAK) incl. taxes & duties.

The evaluation of the price bids will be done on the basis of the price bids uploaded in commercial bid template only. If any discrepancy is in the quoted rate in figures to words, the rate mentioned in the words will be considered as the rate quoted.

30.0 TERMINATION OF THE CONTRACT:

If the successful tenderer/Company fails or neglects to observe or perform or commits or allows to be committed breach of any of the terms, conditions, provisions or stipulations of the Tender specification on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 30 days of notice by specifying such default and requiring such default to be remedied then APGENCO will be entitled to terminate the contract.

APGENCO reserves the right to terminate the contract without any liability, in case the successful tenderer/Company.

- i) Fails to furnish the signed financial document within the stipulated period (as specified by the successful tenderer/Company) after acceptance of the Letter of Award/Intent.
- ii) Goes into liquidation.

Any dispute, disagreement, controversy or claim arising out of or relating to the Tender specification of the interpretation here or any Agreement relating hereto, or contemplated herein, or breach, termination or invalidity thereof shall be settled exclusively and finally by Arbitration, irrespective of magnitude of dispute, the amount in controversy or whether any such disagreement, dispute or controversy would otherwise be considered justifiable, or right for resolution by Court or Arbitrary Tribunal. Arbitration Proceedings will be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996.

31.0 LAW GOVERNING CONTRACT:

The CONTRACT shall be governed by the law as is applicable in India and shall be construed in accordance thereto. Courts situated at Vijayawada/ Amaravathi only shall have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of the Tender specification/contract.

32.0 JURISDICTION:

If any disputes or differences arising out of or touching the order against this specification, shall be decided only by the Courts or Tribunals situated in Vijayawada/ Amaravathi, irrespective of place of signing agreement. No suit or other legal proceedings shall be instituted elsewhere.

Sd/- Superintending Engineer (Coal & FO)

<u>SECTION-V</u>
<u>TERMS AND CONDITIONS OF JOINT VENTURE/CONSORTIUM</u>

<u>DEFINATION OF JOINT VENTURE:</u>
"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.

<u>DEFINATION OF CONSORTIUM:</u>
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)shallundertaketoparticipateintheBiddingProcessonlythroughthisJoint 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	: 15 of Special Terms and Conditions
(7)	Penalties	: 16 -do-
(8)	Security Deposit	: 20 -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 / Sister Company are not associated in any business involving in coal trading.

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

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

	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. N	*Item description*	*Name and address of the Power pla Public/Private sector industries*	*PO.No& Date, Basic unit rate& total Value c 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/Cost of coal]

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/Cost of coal 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. [Notarized]
2.

Accepted

____
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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	**SIGNED,SEALEDANDDELIVERED**
For and on behalf of	For and on behalf of
LEAD MEMBER/PARTNER by:	SECOND MEMBER/PARTNER by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(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.

A N N E X U R E - IX

FORM OF SOLVENCY CERTIFICATE BY BANK

I, ____ Managing Director/Manager/ General Manager / Agent of _____________________________________ Bank Ltd, do hereby certify that _____________________________________ (here the name and address of the Contractor is to be mentioned) to be solvent to the extent of Rs.________________ (Rupees________________________ only) as disclosed by the information and record which are available with the aforesaid Bank.

Date: For the _________________ Bank.
Place:

Designation of the Officer. (Authorized to sign)

Annexure-X

(TO BE STAMPED IN ACCORDANCE WITH INDIAN STAMP ACT)

BANK GUARANTEE TOWARDS COST OF RAW COAL

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 COST OF COAL SUPPLIED 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).

Where as, as per the terms and conditions of the PO dt. _________read with Tender Specification No: _____________________________, the said contractor has to furnish Bank Guarantee from any Nationalized/Scheduled Bank in favour of the corporation, equivalent to the cost of one month raw /washed coal(including taxes, duties, Cess, Royalty etc) towards cost of raw /washed coal supplied, the quantity of which works out to about __________MT and the value works out to about Rs.__________________.

At the request of __________[Tenderer/Contractor] We, …………………, (hereinafter referred to as the "Bank"), having Registered/Head office at ……………. and a branch at ……….. being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the 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 Tenderer/Contractor of any of the terms and conditions contained in the said Contract/Purchase Order/Work Order No. ,Dated .

We,_______(indicate the name of the Bank), do hereby undertake to forthwith and immediately pay the amounts due and payable under this guarantee without any demur, merely on a demand from 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:

PART-II
P R I C E B I D (Not to be Uploaded with PQB-PART-I)

NAME OF THE WORK: (TENDER ID NO: 993206)

Lifting of 1.0 MMT of raw coal from M/s SCCL Naini Coal Mine and transportation of raw coal from SCCL Naini pithead to any of the nearest railway siding by Road mode, stacking and loading of raw coal into railway wagons from the siding and delivery at Dr.NTTPS, Ibrahimpatnam, Dr. NTR Dist, AP.

Sl. No.	Description	Rate in Rs./ MT	Applicable GST (%)	Rate including GST Rs./ MT
I	Lifting of 1.0 MMT of raw coal from M/s SCCL Naini Coal Mine and transportation of raw coal from SCCL Naini pithead to any of the nearest railway siding by Road mode, stacking and loading of raw coal into railway wagons from siding and delivery at Dr. NTTPS.			
II	Insurance Premium for coal			
III	Any statutory charges as applicable			
IV	Railway Freight from the offered railway siding to Dr.NTTPS (*)			
	Total Rate/MT (I)+(II)+(III)+(IV)			
	Total Amount for 10 Lakh MT(Rs.)			

(*) Railway freight will be paid by APGENCO and the same is not in the scope of the contractor. However, the bidder shall quote the actual railway freight from the offered railway siding to Dr.NTTPS and the same will be considered for bid evaluation.

Notes:

1. This price bid shall be uploaded in the price bid (Part-II) while submitting the tender online but not in technical bid (Part-I). If the price bid is uploaded in technical bid, the tender will be liable for disqualification.
2. The Rate per MT quoted by the contractor should be FIRM.
3. 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.
4. 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.
5. The bidders shall quote the Rate/MT in the e-procurement portal online. However, the evaluation of the price bids will be done on the basis of scanned copy of the Price Bid (Part-II) uploaded in price bid (Part-II) only.

Name of the firm

Seal of the Company — Name & Signature of the Bidder

Designation

Date