



RFP for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes



**The Andhra Pradesh Mineral Development Corporation Limited**

(An Undertaking of the Government of Andhra Pradesh)

**Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road),  
Kanuru, Vijayawada – 521137**

**E-Mail: [apmdcmarketing@gmail.com](mailto:apmdcmarketing@gmail.com)**

**Website: [www.apmdc.ap.gov.in](http://www.apmdc.ap.gov.in)**

**March, 2018**

**E-AUCTION for**

**ESTABLISHMENT & OPERATION OF TWO SEPARATE BARYTES BENEFICIATION PLANTS IN  
AND AROUND MANGAMPETA (V), KADAPA DISTRICT, ANDHRA PRADESH TO BENEFICIATE  
LOW GRADE BARYTES**

**IN**

**JOINT VENTURE**

**The Andhra Pradesh Mineral Development Corporation Limited**

(An Undertaking of the Government of Andhra Pradesh)

Tender No: APMDC/M&S-101/BAR-BP/2018 dated 02.03.2018



RFP for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes

## Notice Inviting Tender (NIT)

**The A. P. Mineral Development Corporation Limited**  
**(A State Government Undertaking)**  
**Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road),**  
**Kanuru, Vijayawada – 521137**  
**Tel: +91 866 2429999, Fax: +91 866 2429977**  
**E-Mail: [apmdcmarketing@gmail.com](mailto:apmdcmarketing@gmail.com)**

**Notice on E-Auction for the establishment & operation of Barytes Beneficiation Plants in and around Mangampeta (v), Kadapa District, AP, India to beneficiate Low Grade Barytes in Joint Venture with APMDC.**

Tender No: APMDC/M&S-101/BAR-BP/2018 dated 02.03.2018

APMDC intends to establish and operate two (2) Barytes Beneficiation Plants with input capacity of 2,00,000 MTs and 5,00,000 MTs in and around Mangampet (v), Kadapa District, Andhra Pradesh to beneficiate Low Grade Barytes (C+D+W Barytes) on Joint venture basis.

The bidders shall quote for the sweat equity (free ride equity) share to be given to APMDC at a reserve (base / minimum) quote of 26% in the proposed Joint Venture (JV). The bidders quoting the highest sweat equity (H1) shall be eligible for establishing & operating Barytes Beneficiation Plant. The bidders shall quote for only one of the Barytes beneficiation plants i.e. either for the 2,00,000 MTs plant or the 5,00,000 MTs beneficiation plant. No bidder shall quote for both the Barytes beneficiation plants.

The above selection process shall be done by e-auction through MSTC Limited (A Govt. of India Enterprise). The intending bidders shall register themselves with MSTC Ltd. (refer-Clause 2.11).

The bidders also need to submit a bid security of INR 1,00,00,000 (Indian Rupees one Crores) for bidders intending to bid for 2,00,000 MT capacity plant and INR 2,00,00,000 (Indian Rupees two Crores) for bidders indenting to bid for 5,00,000 MT capacity plant through DD/PO or through RTGS/NEFT/SWIFT transfers.

The tender document for the e-auction can be viewed on APMDC website [www.apmdc.ap.gov.in](http://www.apmdc.ap.gov.in) or on MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) from 6<sup>th</sup> March, 2018 onwards. Terms and conditions, timelines etc. for participating in the e-auction are provided in the tender document



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Interested bidders can participate in the bidding only after payment of a non-refundable tender fee of INR 10,000 (Indian Rupees Ten Thousand Only) + GST @18% by submission of physical DD drawn in favor of "The Andhra Pradesh Mineral Development Corporation Limited "or NEFT/RTGS transfer. In addition, interested bidders should submit Bid Security and other required documents.

Last date for submission of Technical Bid online is 06-04-2018 by 15:00 hrs. Any further communications, amendments etc. shall be available on the website of APMDC and/ or on above website of MSTC and there will be no newspaper notification/advertisement in this regard.

APMDC reserves the right to (i) reject any or all bids without assigning any reasons whatsoever, (ii) reschedule / postpone the bid date (s) due to any unforeseen circumstances at any stage of the bid process, (iii) cancel or annul the entire bid process without assigning any reasons whatsoever.

**Ch. Venkaiah Chowdary, IRS  
Vice Chairman & Managing Director**



## DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether by or on behalf of the Corporation or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is neither an agreement and nor an offer by the Corporation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the details of the Project given in Appendix I, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Corporation, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, modify, amend or supplement the information, assessment or assumptions contained in this RFP.

The issuance of this RFP does not imply that the Corporation is bound to select a Bidder or to appoint the Selected Bidder or JV partner, as the case may be, for the Project. The Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding.



### Schedule of Bidding Process

1. Publication of notice inviting tender in newspaper and on the APMDC website	02.03.2018
2. Posting of tender document on APMDC website & MSTC website and Commencement of registration with MSTC	06.03.2018
3. Last date for receiving queries from bidders	Before 1500 hours, 15.03.2018
4. E-mail address for submitting queries	apmdcmarketing@gmail.com ,
5. Pre-bid conference for registered bidders	19.03.2018 – 15:00 Hrs
6. Response to queries by APMDC	23.03.2018
7. Technical Bid Due Date	06.04.2018 - 15.00 Hours,
8. Announcement of technically qualified bidders	11.04.2018
9. Date of E-Auction	12.04.2018 – 15.00 Hours

**Note:** In case any of the dates fall on a holiday/ Sunday, the date will automatically shift to the next working day.

**Salient Features of the tender**

<b>Sl. No.</b>	<b>Parameter</b>	<b>Details</b>
	Tender No	Tender No: APMDC/M&S-101/BAR-BP/2018 dated 02.03.2018
1	Project Details	<b>Tender for selecting Joint Venture Partner for setting up state of the Art Barytes Beneficiation Plant.</b>  <b>APMDC will provide Low Grade Barytes (C+D+W Grade Barytes) Lumps as input material to the Beneficiation Plant on Ex-Mangampet mine/stockyard basis. The input material will be supplied at a price that is arrived at by dividing the prevailing price of "A grade Barytes"(refer Definitions) lumps by 3.7231. The material will be supplied on 'As is where is and no complaint basis'. The formula for price determination shall remain valid as long as the plant exists</b>
2	Capacity / Total Quantity	Interested bidders shall be eligible to quote for the establishment and operation of only one of the two beneficiation plants as detailed below: <b>i. Input material capacity of maximum 2,00,000 MTs of Low Grade Barytes per annum</b> <b>ii. Input material capacity of maximum 5,00,000 MTs of Low Grade Barytes per annum</b>
3	Project Location	<b>Plants to be set up in and around Mangampet Barytes mine</b>
4	Tender Document Fee	<b>Rs. 10,000/- + GST @18% = 11,800 (Rs. Eleven thousand eight hundred Only)</b>
5	Bid Security	<b>Rs. 1,00,00,000/- (Rs. 1 Crore Only) for Bidders submitting their bid for 2,00,000 MT capacity plant</b> <b>Rs. 2,00,00,000/- (Rs. 2 Crores Only) for Bidders submitting their bid for 5,00,000 MT capacity plant</b>
6	Bid Parameter	<b>Sweat Equity (Free Ride Equity) that JV Partner will provide to APMDC in the proposed project</b>
7	Reserve/Base/Minimum Rate for Bidding process (Bid Parameter)	<b>26%</b>
8	Incremental Bid Rate	<b>1%</b>
9	Amount of performance security	<b>i. Rs. 2,00,00,000/- (Rs. 2 Crore) to be paid through DD/Bank transfer or Bank Guarantee for the 2,00,000 MT capacity plant</b> <b>ii. Rs 4,00,00,000/- (Rs 4 Crore) to be paid through DD/ Bank transfer or Bank Guarantee for the 5,00,000 MT capacity plant</b>



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10	Nodal Officer for APMDC	Mr. M. Gopichand Naik, Addl. General Manager (Marketing) Mobile: +91 8008558553
11	Nodal Officer for MSTC	Name: Ms. K Rama Contact No: +91 9989719979 E-Mail: <a href="mailto:krama@mstcindia.co.in">krama@mstcindia.co.in</a>  Name: Sri J.Ganesh Niranjan,CM Contact No.: +91 866-2581331, +91 9748949481 E-Mail: <a href="mailto:gnjayakumar@mstcindia.co.in">gnjayakumar@mstcindia.co.in</a>  <a href="http://www.mstcecommerce.com/">http://www.mstcecommerce.com/</a>
12	E-mail address for submitting pre-bid queries	<a href="mailto:apmdcmarketing@gmail.com">apmdcmarketing@gmail.com</a>
13	Address of Corporation	Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada – 521137 Tel: +91 866 2429999, Fax: +91 866 2429977
14	Venue for Pre-Bid Meeting	APMDC Office at Vijayawada



## DEFINITIONS

- a. **A Grade Barytes**  
Refers to “Drilling Grade 4.20 Specific gravity” Barytes
- b. **Applicable Laws**  
Applicable laws shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India.
- c. **Bid(s)**  
As defined in the Disclaimer.
- d. **Bidder(s)**  
Shall mean a company/ consortium meeting all the Eligibility Conditions participating in the tender process in accordance with the Clause 1.3
- e. **Bidding Documents**  
Bidding Documents shall have the meaning ascribed in Clause 1.1.10
- f. **Bid Due date**  
Shall mean the date on which the Technical Bid is required to be submitted in accordance with the conditions of the RFP
- g. **Bidding Process**  
The bidding process for selection of the Bidder for the award of the Project as defined in the Clause 1.2.1
- h. **Bid Security or Earnest Money Deposit**  
Bid Security or Earnest Money Deposit shall refer to the amount of money deposited by the bidder(s) at the time of bid submission to indicate the intention and ability of the bidder to keep the bids valid for the bid validity and to execute satisfactorily the contract if awarded.
- i. **Performance Security Deposit**  
“Performance Security Deposit” means a deposit (in the form of cash, DD and/or bank guarantee) towards assured performance by the successful bidders towards the contractual obligations.
- j. **Bid Stage**  
Bidding Process will be single stage which involves Request for Proposals as defined in Clause 1.2.1
- k. **C+D+W grade Barytes (also referred as Low Grade Barytes)**  
Barytes produced in Mangampet mine is of varied quality in terms of specific gravity of the material. ‘A Grade’ material refers to specific gravity of 4.2 or higher and ‘B Grade’ material refers to specific gravity of 4.1 or above but below 4.2. The low grade material has specific gravity below 4.0 and contains some proportion of waste thereby the name C+D+W.

As the Corporation is having huge inventory of C+D+W grade Barytes material, it will be supplied as input to the proposed Beneficiation plants on ‘As Is Where Is and No Complaint Basis’. The selected bidder shall not have any right in terms of selective offtake of the C+D+W material or the variation in the average quality. The corporation shall not give any guarantee with regard to quality of the low grade Barytes ore.

- l. **Project**





Project shall refer to the setting up, establishment, operations and maintenance and any other activity required for the operating of the Barytes Beneficiation plants for the beneficiation of low grade Barytes as per the capacity provided in the RFP.

m. **Conflict of Interest**

Conflict of Interest shall have meaning as ascribed there to in Clause 2.1.13

n. **Corporation**

Corporation refers to the Andhra Pradesh Mineral Development Corporation (APMDC) Ltd., as defined in the Clause 1.1.1

o. **Government**

Unless otherwise specified, the Government here refers to the Government of Andhra Pradesh.

p. **JV Term Sheet**

Joint Venture term sheet is an agreement between the Selected Bidder and the Corporation as defined in the Clause 1.1.8

q. **JV Partner (also referred as JVP) or Selected Bidder**

Joint Venture (JV) Partner shall be the Successful Bidder as defined in Clause 3.5.

r. **JV Company (also referred as JVC)**

Joint Company shall refer to the Joint Venture Company between APMDC and JV Partner (selected bidder).

s. **Low Grade Barytes**

Refer the definition of 'C+D+W grade Barytes'

t. **LOA**

Letter of Award to be issued by the Corporation to the selected bidder (JV Partner) after selection as defined in the Clause 3.5.6

u. **Member**

Member refers to Member of Consortium.

v. **Moving Equipment**

Shall mean any equipment or vehicle which is moved around in the normal course of its usage and does not include any equipment which is installed on the ground in a stationery position;

w. **Non-Funded Works**

Shall mean the Construction Works, the capital cost of which is financed by the JV Partner

x. **Project Specific Assets**

Shall mean the movable Project Assets which are specific to the Project

y. **Re. or Rs. or INR**

Refers to Indian Rupee

z. **RFP or Request for Proposals**

This Document or subsequently provided amendments/addenda/corrigenda to Bidder(s) in documentary form by the Corporation on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided as defined in the Disclaimer

aa. **Selected Bidder**

The Bidder adjudged as responsive in terms of Clause 3.2 and quotes highest sweat equity (H1) to be given to APMDC shall be declared as the Selected Bidder as defined in Clause 3.5.



**bb. Sweat Equity or free ride equity**

Refers to the equity share in the proposed Joint Venture (i.e. Beneficiation Plant) that the Joint Venture (JV) Partner will be giving to APMDC against APMDC's supply of C+D+W Barytes on priority basis and at a preferential price that is arrived at by dividing the prevailing price of Grade A Barytes lumps by 3.7231. Apart from this supply of C+D+W Barytes, there shall not be any type of investment (whether cash, land, equipment, lease, etc.) by APMDC in the proposed Joint Venture Beneficiation plant.

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.



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## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 The Andhra Pradesh Mineral Development Corporation Ltd. (“**APMDC**” or the “**Corporation**”) is a fully owned Undertaking of the Government of Andhra Pradesh. It was incorporated on 24 February 1961 under the Companies Act 1956.
- 1.1.2 APMDC is engaged in commercial exploitation of various minerals. APMDC is playing a pro-active role in the exploitation of valuable mineral resources and in the development of Mineral based Industries in the state of Andhra Pradesh. APMDC is set to undertake several innovative and definitive measures in this regard. In accordance with the principle of conservation of valuable mineral resources, APMDC intends to beneficiate low grade Barytes (C+D+W grade) by establishing beneficiation plants with private participation.
- 1.1.3 APMDC holds huge inventory of around 63 lakh MTs of C+D+W Barytes at its mine at Mangampet, Kadapa, AP. Apart from this, around 10-12 lakh of C+D+W material is produced every year. APMDC intends to invite Joint Venture (JV) partners for an establishment and operation of two (2) beneficiation plants for the beneficiation of this low grade Barytes.
- 1.1.4 For each of the two beneficiation plants, APMDC would be a Joint Venture partner and would contribute to the equity of the JV Company. The contribution of APMDC to the equity of the JV Company would be in the form of assured supply of C+D+W grade Barytes on priority basis and at a preferential price as per the clause 3.5.3. The corporation shall not give any guarantee with regard to the quality of low grade Barytes.
- 1.1.5 Low grade Barytes shall be supplied at a special price that is arrived at by dividing the prevailing price of Grade A Barytes lumps by 3.7231 and APMDC would also assist various statutory clearances, if any, in exchange for sweat equity. The details of the Project are given in Appendix I hereof.
- 1.1.6 APMDC will form a JV Company with each of the two selected Bidders i.e. one selected bidder for the Barytes beneficiation plant of 2,00,000 MT capacity and one selected bidder for the Barytes beneficiation plant of 5,00,000 MT capacity.
- 1.1.7 The JV partner for each of the two Barytes beneficiation plant shall be responsible for designing, engineering, financing, procurement, construction, commissioning, operation and maintenance of the Project under and in accordance with the provisions of the Joint Venture Agreement (the “**JV Term Sheet**”) to be entered into between the Selected Bidder and the Corporation. The draft JV Term Sheet is provided in Appendix II hereof.
- 1.1.8 The JV Term Sheet sets forth the detailed terms and conditions of the JV, including the scope of obligations of each JV partner.
- 1.1.9 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the JV partners set forth in the JV Term Sheet or the Corporation’s rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Corporation.
- 1.1.10 The Corporation shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Corporation pursuant to this RFP (collectively



the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Corporation, and all Bids shall be prepared and submitted in accordance with such terms.

## 1.2 Brief description of Bidding Process

- 1.2.1 The interested bidders shall submit their bids online in the MSTC portal (including all required documents and attachments as per the conditions and details mentioned in the RFP and proof of payment of Bid security/ Earnest Money deposit (EMD), tender document fee) by the technical bid due date. After the technical bid evaluation, the technically eligible and qualified bidders shall be informed to participate in the **E-auction** that will be conducted in the MSTC portal. The timelines and dates shall be as per schedule mentioned in the RFP.
- 1.2.2 The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.4 for submission of bids (the "**Bid Due Date**").
- 1.2.3 The **Bidding Documents** include the draft JV Term Sheet for the Project provided in Appendix II of the RFP and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 The bidder shall pay the Earnest money deposit (EMD) in the form of DD/PO or through NEFT/RTGS/SWIFT transfers. Cash/ cheques for EMD payment shall not be accepted. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 For each of the two Barytes beneficiation plants, the respective selected Bidder shall be the one who provides highest sweat equity to the Corporation (H1). The second highest Bidder (H2) shall may, in accordance with the process specified in Clause 3.5.5 of this RFP, be invited to match the Bid submitted by the highest Bidder (H1) in case H1 Bidder withdraws or is not selected for any reason and so on. The bidder shall be eligible to quote for only one of the two Barytes beneficiation plants and the bidder shall clearly indicate (as per format provided in Appendix IX) the plant for which the bid shall be considered. i.e. either the 2,00,000 MT plant or the 5,00,000 MT plant.
- 1.2.6 Bidders are permitted to examine the inventory of C+D+W Barytes and the mining operations in greater detail, by undertaking a physical inspection at their cost. Given the huge inventory and high level of production, the C+D+W material shall be provided on 'as is where is and no complaint basis'. They may contact Shri R Kedarnath Reddy, General Manager (Mining) at Mangampet on mobile no. 9490167235.
- 1.2.7 Bids are invited for the Projects on the basis of the format mentioned in Appendix III in the E-Auction portal in MSTC. The sweat equity to APMDC shall be the only criteria for selection of the successful bidder.
- 1.2.8 Other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail to apmdcmktg@gmail.com, attention of **Mr. Gopichand Naik**. The envelopes/ communication shall clearly bear the following / title: "Queries/Request for Additional Information: RFP for establishment and operation of Beneficiation plant for beneficiating low grade Barytes"

## 1.3 Eligibility criteria

- 1.3.1 For determining the eligibility of Bidder, the following conditions shall apply:
  - a. The Bidder shall be a single entity or a group of maximum two entities ("**Consortium**"), coming together to bid for the Project. However, no Bidder applying/participating individually or as a



member of a Consortium, as the case may be, can submit another bid or be member of another Bidder /Consortium for any of the two Barytes beneficiation plants. The term Bidder used herein would apply to both a Single entity and a Consortium.

- b. A Bidder may be a proprietorship firm, , private entity, partnership firm, government-owned entity or any combination of them entering into an agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in the Clause 1.3.
- c. The Bidder shall submit a copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership firm then a copy of its registered Partnership Deed in the submission of the Bid.
- d. In case the Bidder is a Consortium, it shall comply with the following additional requirements:
  - i. Number of members in a Consortium shall not exceed 2 (two) and one of the members shall be designated as the lead partner of the consortium.
  - ii. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) for the purpose of making the Bid, submitting the Bid and executing the JV Agreement. The format for Joint bidding agreement is provided in Appendix VII.
  - iii. the Bid should contain the information required for each member of the Consortium.

#### 1.3.2 Experience and Financial criteria for eligibility:

- a. The bidder should have experience of setting up and/ or owning one metallic/ non-metallic mineral beneficiation/ processing plant and should have operated and maintained such plant for a minimum period of three years with capacity of at least 1,00,000 MT per annum for eligibility to participate in the bid for 2,00,000 MT capacity Barytes beneficiation plant or with capacity of at least 3,00,000 MT per annum for eligibility to participate in the bid for 5,00,000 MT capacity Barytes beneficiation plant.

OR

The Bidder shall have a minimum of 3 years' of experience in the area of trading of the Barytes mineral

OR

The Bidder can also be the captive consumers of Barytes – for e.g. players in Oil & Gas exploration value chain including mud-chemicals players.

*The Bidder shall submit documentary evidence to this effect.*

- b. The Bidder shall have
  - i. Average Annual Turnover of Rs. 75 crores during the last 3 financial years preceding the Bid due date i.e. 2014-15, 2015-16 & 2016-17 for eligibility to participate in bid for the 2,00,000 MT Barytes beneficiation plant. (*A certificate from Chartered Accountant should be submitted in original*)
  - ii. Average Annual Turnover of Rs. 200 crores during the last 3 financial years preceding the Bid due date i.e. 2014-15, 2015-16 & 2016-17 for eligibility to participate in bid for





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the 5,00,000 MT Barytes beneficiation plant. (A certificate from Chartered Accountant should be submitted in original)

- c. The Bidder shall have
  - i. Minimum Net worth of Rs. 25 crores at the close of the preceding financial year i.e. 2016-17 for eligibility to participate in bid process for 2,00,000 MT Barytes Beneficiation plant (A certificate from Chartered Accountant should be submitted in original along)
  - ii. Minimum Net worth of Rs. 75 crores at the close of the preceding financial year i.e. 2016-17 for eligibility to participate in bid process for 5,00,000 MT Barytes Beneficiation plant (A certificate from Chartered Accountant should be submitted in original along)
- d. The bidder shall pay prescribed bid document fee and Bid security as per the conditions of the RFP to be considered eligible.
- e. The bidder who has submitted the bid for the 2,00,000 MT Barytes beneficiation plant shall not be eligible to participate in the bid for the 5,00,000 MT Barytes beneficiation plant and vice versa.

*In the event, the Bidder is a consortium, the combined experience and financials of the two members of the consortium put together will be considered for qualification. The lead member of the consortium shall have more than 50 % of the experience and financial requirement and the combined experience and financials of the two consortium members should meet the eligibility criteria requirements.*

#### 1.4 Schedule of Bidding Process and Bidding Data Sheet

The Corporation shall endeavor to adhere to the schedule as indicated below:-

1. Publication of notice inviting tender in newspaper and on the APMDC website	02.03.2018
2. Posting of tender document on APMDC website & MSTC website and Commencement of registration with MSTC	06.03.2018
3. Last date for receiving queries from bidders	Before 1500 hours, 15.03.2018
4. E-mail address for submitting queries	apmdcmarketing@gmail.com
5. Pre-bid conference for registered bidders	19.03.2018 – 15.00 hours
6. Response to queries by APMDC	23.03.2018
7. Last date & time for submission of hard copy and uploading of technical Bid (Bid Due date)	06.04.2018 - 15.00 Hours,



8. Announcement of technically qualified bidders	11.04.2018
9. Date of E-Auction	12.04.2018 – 15.00 Hours

**Note:** In case any of the dates fall on a holiday/ Sunday, the date will automatically shift to the next working day.

### Bidding Data Sheet

Sl. No.	Parameter	Details
	Tender No	Tender No: APMDC/M&S-101/BAR-BP/2018 dated 02.03.2018
1	Project Details	<p>E-Auction for selecting Joint Venture Partner for setting up state of the Art Barytes Beneficiation Plant.</p> <p>APMDC will provide Low Grade Barytes (C+D+W Grade Barytes) Lumps as input material to the Beneficiation Plant on Ex-Mangampet mine/stockyard basis. The input material will be supplied at a price that is arrived at by dividing the prevailing price of A grade Barytes (refer Definitions) lumps by 3.7231. The formula for price determination shall remain valid as long as plant exists. The material will be supplied on 'As is where is and no complaint basis'.</p>
2	Capacity / Total Quantity	<p>Interested bidders shall be eligible to quote for the establishment and operation of only one of the two beneficiation plants as detailed below:</p> <p>iii. Input material capacity of maximum 2,00,000 MTs of Low Grade Barytes per annum</p> <p>iv. Input material capacity of maximum 5,00,000 MTs of Low Grade Barytes per annum</p>
3	Project Location	Plants to be set up in and around Mangampet mine
4	Tender Document Fee	Rs. 10,000/- + GST@18% = Rs. 11,800/- (Rs. Eleven thousand eight hundred Only)
5	Bid Security	<p>Rs. 1,00,00,000/- (Rs. 1 Crore Only) for Bidders submitting their bid for 2,00,000 MT capacity plant</p> <p>Rs. 2,00,00,000/- (Rs. 2 Crores Only) for Bidders submitting their bid for 5,00,000 MT capacity plant</p>
6	Bid Parameter	Sweat Equity (Free Ride Equity) that JV Partner will provide to APMDC in the proposed project



7	<b>Reserve/Base/Minimum Rate for Bid Parameter</b>	<b>26%</b>
8	<b>Incremental Bid Rate</b>	<b>1%</b>
9	<b>Amount of performance security</b>	iii. <b>Rs. 2,00,00,000/- (Rs. 2 Crore) to be paid through DD/Bank transfer or Bank Guarantee for the 2,00,000 MT capacity plant</b> iv. <b>Rs 4,00,00,000/- (Rs 4 Crore) to be paid through DD/ Bank transfer or Bank Guarantee for the 5,00,000 MT capacity plant</b>
10	<b>Nodal Officer</b>	Mr. Sri. M. Gopichand Naik Addl. General Manager (Marketing) Contact: Tel: +91 866 2429999, Fax: +91 866 2429977
11	<b>E-mail address for submitting pre-bid queries</b>	<a href="mailto:apmdcmarketing@gmail.com">apmdcmarketing@gmail.com</a>
12	<b>Address of Corporation</b>	Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepada Road), Kanuru, Vijayawada – 521137 Tel: +91 866 2429999, Fax: +91 866 2429977
13	<b>Venue for Pre-Bid Meeting</b>	<b>APMDC Office at Vijayawada</b>

## 2. INSTRUCTION TO BIDDERS

### A. GENERAL

#### 2.1 General terms of Bidding

- 2.1.1 A Bidder is eligible to submit only one Bid for the entire “Project for establishment and operation of beneficiation plants for beneficiating low grade Barytes” i.e. the bidder can only submit bids for one of the two projects – 2,00,000 MT capacity or 5,00,000 MT capacity and not for both. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

If any company or corporation or any entity registered under Companies Act belonging to the same holding company, then all such company (ies) or Corporation(s) or Group(s), as the case may be, shall be treated as one.

Where: “Holding Company” (as defined in Companies Act, 2013) shall mean two or more enterprises which, directly or indirectly, are in a position to:

- (i) exercise twenty -six per cent, or more of voting rights in other enterprise; or
- (ii) appoint more than fifty per cent of members of board of directors in the other enterprise.

Also, any company, whether as a sole bidder or as consortium member, can apply through only single application. In case, APMDC receives applications/ bids having the same company as the consortium member in multiple applications/ bids, then all such bids shall be considered disqualified and not eligible to participate in the RFP.



- 2.1.2 The details of the Project (as provided in Appendix I hereof) are provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own assessment and other detailed examination before submitting their Bids. Nothing contained in Appendix I shall be binding on the Corporation nor confer any right on the Bidders, and the Corporation shall have no liability whatsoever in relation to or arising out of any or all contents of Appendix I.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft JV Term Sheet shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the JV Term Sheet.
- 2.1.4 The technically qualified and eligible bidders shall participate in the live auction that will be conducted in the MSTC portal.
- 2.1.5 The selected bidders for both the plants shall provide to APMDC the same sweat equity as finalized and as per the terms and conditions of this RFP and the provisions of the draft JV Term Sheet.
- 2.1.6 The bidder shall pay the Earnest money deposit (EMD) in the form of DD/PO or through NEFT/SWIFT transfers as per Section D. Cash/Cheque for EMD payment shall not be accepted.
- 2.1.7 The bidder shall not be able to submit the bids without the payment of Earnest money deposit and payment of tender document fee.
- 2.1.8 The Bidder should upload/ submit a Power of Attorney as per the format provided at Appendix V hereof, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the members of the Consortium shall upload/ submit a Joint Bidding Agreement (the “**Joint Bidding Agreement**”) in the format given in Appendix VII hereof which shall inter alia set forth the respective shares of the members of the consortium. The Members of the Consortium shall furnish a Power of Attorney in favor of the Lead Member in the format provided at Appendix VI hereof.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Corporation and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Corporation will not return any Bid or any information provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Corporation shall forfeit and appropriate the Bid Security/ Earnest Money Deposit or the Performance Security Deposit (PSD) as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, inter alia, the time, cost and effort of the Corporation, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:



RFP for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes

- (i) such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is more than 25% of its paid up and subscribed capital; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956, as amended or by the Central/ a State Government or their instrumentalities; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder receives or has received any direct or indirect subsidy grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy to any other Bidder; or
- (iv) such Bidder has the same legal representative for purpose of this Bid as any other Bidder; or
- (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) Such Bidder has participated as a consultant to the Corporation in the preparation of any documents, design or technical specifications of the Project.

The above mentioned conditions shall apply to bidders submitting bids for both the projects i.e. a bidder submitting a bid for the 2,00,000 MT plant shall not have a conflict of interest with another bidder submitting a bid for the 5,00,000 MT plant and vice versa

2.1.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security/ Earnest Money Deposit, if any legal, financial or technical adviser of the Corporation in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the JV Term Sheet. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the JV Term Sheet, then notwithstanding anything to the contrary contained herein or in the LOA or the JV Term Sheet and without prejudice to any other right or remedy of the Corporation, including the forfeiture and appropriation of the Bid Security/ Earnest Money Deposit or PSD, as the case may be, which the Corporation may have thereunder or otherwise, the LOA or the JV Term Sheet, as the case may be, shall be liable to be terminated without the Corporation being liable in any manner whatsoever to the JV Partner for the same.

2.1.15 No verbal clarifications and information provided by the Corporation and/or its employee(s) and/or its representative(s) or its consultant(s) shall in any way be binding on the Corporation unless subsequently confirmed through issuance of corrigendum (s)/ amendment (s).

2.1.16 This RFP is not transferable.

2.1.17 Any award pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.2 **Change in composition of the Consortium**

2.2.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Corporation during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) In the event of any substitution of the Lead Member, the substitute complies with the eligibility criteria, in place of the Consortium Member who is sought to be substituted and the modified



- Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member of any other Consortium bidding for this Project.
- 2.2.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Corporation and must be approved by the Corporation in writing.
- 2.2.3 The modified/ reconstituted Consortium shall be required to submit a revised Joint Bidding Agreement before the Bid Due Date.
- 2.3 Change in Ownership**
- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was prequalified and short-listed on the basis of Eligibility Criteria of Consortium Members who shall still be part of the Consortium. The Bidder further acknowledges and undertakes that each of such Consortium Members shall continue to be part of the Consortium until the Commercial Operation Date of the Project is achieved on full scale under and in accordance with the provisions of the JV Term Sheet. The Bidder further acknowledges and agrees that the aforesaid obligation shall be in addition to such other obligations as may be contained in the JV Term Sheet, and a breach thereof shall, notwithstanding anything to the contrary contained in the JV Term Sheet, be deemed to be a breach of the JV Term Sheet and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.2 After submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member whose experience and/ or net worth and/or capital investment record was taken into consideration for the purposes of qualification under and in accordance with the eligibility criteria, the Bidder shall inform the Corporation forthwith along with all relevant particulars about the same and the Corporation may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the JV Partner, as the case may be. In the event such change in control occurs after signing of the JV Term Sheet but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the JV Term Sheet, be deemed to be a breach thereof, and the JV Term Sheet shall be liable to be terminated without the Corporation being liable in any manner whatsoever to the JV partner. In such an event, notwithstanding anything to the contrary contained in the JV Term Sheet, the Corporation shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, inter alia, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise.
- 2.4 Cost of Bidding**
- The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.5 Site visit and verification of information**
- 2.5.1 Bidders are encouraged to submit their respective Bids after proper due diligence in terms of provided information and APMDC's inventory of C+D+W material, site conditions, including infrastructure facilities available for establishment of the project etc. as the material will be provided on 'as is where is and no complaint basis'. Bidders are encouraged to take appropriate steps in regards to the tender and proposed Beneficiation plant.
- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:



- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Corporation;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Corporation relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Corporation, or a ground for termination of the JV Term Sheet; and
- (f) Agreed to be bound by the Undertakings provided by it under and in terms hereof.

2.5.3 The Corporation shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Corporation.

## 2.6 **Right to accept and to reject any or all Bids**

2.6.1 Notwithstanding anything contained in this RFP, the Corporation reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons whatsoever.

2.6.2 The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered or comes to know after issuance of LOI or after the award of the contract, or
- (b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest scorer (H1 Bidder) gets disqualified / rejected, then the Corporation reserves the right to take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the JV Term Sheet or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the JV partner either by issue of the LOA or entering into of the JV Term Sheet, and if the Bidder has already been issued the LOA or has entered into the JV Term Sheet, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or



in this RFP, be liable to be terminated, by a communication in writing by the Corporation to the Bidder, without the Corporation being liable in any manner whatsoever to the Bidder or JV partner, as the case may be. In such an event, the Corporation shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, inter alia, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation.

2.6.4 The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Corporation to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

## 2.7 **Obligations relating to Change in Ownership**

2.7.1 The JV Partner shall not undertake or permit any Change in Ownership, except with the prior written approval of APMDC.

2.7.2 Notwithstanding anything to the contrary contained in this RFP, the JV Partner agrees and acknowledges that:

- a) all acquisitions of Equity by an acquirer, either by himself or any of its associate companies or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the JV Partner; or
- b) acquisition of any control directly or indirectly of the board of directors of the JV Partner by any person either by himself or together with any person or persons acting in concert with him, or any of its associate companies

shall constitute a Change in Ownership requiring prior approval of the Corporation (APMDC), the decision of the Corporation in this behalf being final, conclusive and binding on the JV Partner, and undertakes that it shall not give effect to any such acquisition of Equity or control of the board of directors of the JV Partner without such prior approval of APMDC. It is also agreed that APMDC shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the JV Partner from any liability or obligation under this RFP.

For the purposes of this Clause 2.7.2:

- i. the expression "acquirer", "control" and "person acting in concert" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the board of directors, as the case may be, of the JV Partner;
- ii. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the JV Partner; and
- iii. power to appoint, whether by contract or by virtue of control or acquisition of shares of any company, holding directly or through one or more companies (whether situated in India or abroad), the Equity of the JV Partner, not less than half of the directors on the board of directors of the JV Partner or of any JV company, directly or indirectly, whether situated in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the JV Partner shall constitute acquisition of control, directly or indirectly, of the board of directors of the JV Partner.





- c) Any change in Ownership shall be subject to the restrictions as stipulated in clause 6.3 and 6.4 of the Joint Bidding Agreement provided in Appendix VII.

## **B. DOCUMENTS**

### **2.8 Contents of the RFP**

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Schedule for this RFP**

##### **Invitation for Bids**

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

##### **Appendices**

I	Details of the Project
II	JV Term Sheet
III	Template for submission of bid
IV	Format for statement detailing trade and financial capabilities
V	Power of Attorney for signing of Bid
VI	Power of Attorney for Lead Member of Consortium
VII	Joint Bidding Agreement
VIII	Format for Bank Guarantee for Performance Security
IX	Format for indicating project preference (i.e. 2,00,000 MT or 5,00,000 MT capacity)
X	Indicative Checklist for list of documents to be submitted as part of Bid

### **2.9 Clarifications**

- 2.9.1 Bidders requiring any clarification on the RFP may notify the Corporation in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.4. The Corporation shall endeavor to respond to the queries within the period specified therein, but no later than 3 days prior to the Bid Due Date. The responses to the queries raised shall be uploaded on the APMDC website without identifying the source of queries.
- 2.9.2 The Corporation shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Corporation reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Corporation to respond to any question or to provide any clarification.
- 2.9.3 The Corporation may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Corporation or its employees or representatives shall not in any way or manner be binding on the Corporation.

### **2.10 Amendment of RFP**



- 2.10.1 At any time prior to the deadline for submission of Bids, the Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2 Any Addendum/Corrigenda/Clarification thus issued will be uploaded ONLY on the APMDC website and/ or the MSTC website. There will be no newspaper notification or advertisement in this regard.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Corporation may, at its own discretion, extend the Bid Due Date. The Corporation may, in its sole discretion, extend the bid due date by issuing an appropriate notice in this regard at any time prior to the opening of the Bids, and even after the previous Bid Due Date being so extended.

### **C. PREPARATION AND SUBMISSION OF BIDS**

#### **2.11 Registration with MSTC**

The interested bidders should get themselves registered with MSTC as a buyer for e-auction at least 2 (two) working days prior to the last date and time of submission of Technical Bids i.e. 15:00 hours IST on 6th April, 2018. The training will be provided for the representatives of the registered buyers as per the bidder's requirement on any date with prior appointment from MSTC at any of its offices in India.

(A) [CLICK HERE FOR REGISTRATION PROCEDURE](#)

#### **2.12 Contact Persons**

##### **(A) APMDC**

Name of the Contact Person: Mr. M. Gopichand Naik, Addl. General Manager (Mktg)

Contact No.: +91 8008558553

E-Mail: [apmdcmarketing@gmail.com](mailto:apmdcmarketing@gmail.com); [apmdcltd@gmail.com](mailto:apmdcltd@gmail.com)

##### **(B) For MSTC E-Auction Bidding Queries**

Name of the Contact Person: Ms. K Rama

Contact No: +91 9989719979

E-Mail: [krama@mstcindia.co.in](mailto:krama@mstcindia.co.in)

Name of the Contact Person: Sri J.Ganesh Niranjana, CM

Contact No.: +91 866-2581331, +91 9748949481

E-Mail: [gnjayakumar@mstcindia.co.in](mailto:gnjayakumar@mstcindia.co.in)

Office Address: MSTC Limited, #7-130, 1st floor, BSNL, Telephone Exchange Building, near Krishnaveni talent School, Poranki, Vijayawada – 521137

#### **2.13 Technical Bid Preparation**

Bidders shall prepare the following documents in the required format as per the conditions prescribed in the RFP and upload the same on the MSTC website as part of their technical bid



submission. The bidder shall also submit hard copies of the same along with Audited Annual Reports for the last 3 financial years –

- 2.13.1 Letter indicating the Project for which the bidder is submitting the bids i.e. 2,00,000 MT or 5,00,000 MT as per Appendix IX
- 2.13.2 Trade details of the bidder & turnover details of the last 3 years vide Appendix IV. This should be Certified by the Statutory Auditor of the Bidder
- 2.13.3 The following extracts of Audited financial reports for the last 3 years
  - 2.13.3.1 Auditor's Report
  - 2.13.3.2 Balance sheet
  - 2.13.3.3 Statement of Profit & loss
  - 2.13.3.4 Schedules to balance sheet and statement of Profit & loss
  - 2.13.3.5 Notes forming part of financial statements
- 2.13.4 Power of Attorney/Board Resolution in favor of the signatory (appendix V)
- 2.13.5 Proof of payment of Tender Document Fee and Bid Security
- 2.13.6 In case of consortium, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix VI); and
- 2.13.7 Joint Bidding Agreement for the Consortium in the prescribed format (Appendix VII); and
- 2.13.8 A copy of the JV Term Sheet (Appendix II) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney
- 2.13.9 Details of the Project (Appendix I) with each page initialed by the person signing the Bid in pursuance of the Power of Attorney
- 2.13.10 Technical details of the project such as Executive summary of DPR (if applicable), plant and machinery details, plan of selling output and project profile details such as details of technical know-how, estimated project cost, project timelines (bar charts), plan for establishment of project including purchase of land, power, water etc.
- 2.13.11 All documentary proofs with respect to the conditions prescribed under the Eligibility criteria (clause 1.3) of the RFP
- 2.13.12 KYC Documents:
  - 2.13.12.1 PAN Card
  - 2.13.12.2 GSTIN & GST Registration Certificate
  - 2.13.12.3 Cancelled cheque from their Bank account(s) to be submitted
  - 2.13.12.4 Partnership Deed and Registration Certificate of the Partnership Firm
  - 2.13.12.5 Certificate of Registration or Certificate of Incorporation of the Company

## 2.14 **Hard Copies**

All Documents that shall be uploaded on the MSTC portal along with technical bid shall also be submitted in original in a sealed envelope along with Audited Annual reports for the last 3 financial years, addressed to the Vice-Chairman and Managing Director of the APMDC at the address on the first page of the tender document before the bid submission closing due date and time as per the instructions mentioned under clause 2.15

The envelope shall consist of the documents as mentioned under clause 2.13

In the case of any discrepancy between the documents uploaded on MSTC portal and the hard copies submitted to APMDC, APMDC may reject the bid and the decision of the corporation shall be final and binding in this regard. APMDC shall not be responsible for the transit delays/ transit loss in submission of the Technical Bid.

## 2.15 **Process of submission of hard copies of bids**



2.15.1 The envelope used to submit the hard copies shall clearly indicate the following identification: “Bid for the establishment and operation of Beneficiation plant for the beneficiation of low grade Barytes of Capacity .....” ( 200000 MT / 500000 MT – bidder to indicate one of the two capacities) and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.15.2 Each of the envelopes shall be addressed to:

ATTENTION OF : Ch. Venkaiah Chowdary,IRS  
DESIGNATION : VC & MD  
ADDRESS : D.No. 294/1D, 100 Feet Kanur to Enikepadu Road, Kanuru village, Penumaluru taluk, Vijayawada– 521137, AP, India

2.15.3 If the envelopes are not sealed and marked as instructed above, the Corporation assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.15.4 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## 2.16 **Technical Bid Due Date**

2.16.1 Bids should be submitted before 1500 hours IST on 6<sup>th</sup> April, 2018 in the manner and form as detailed in this RFP.

2.16.2 The Corporation may, in its sole discretion, extend the Technical Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

### 2.16.3 **Bid Opening Process:**

- i. Technical bids will be opened/ downloaded on the bid opening date and the technical bids will be evaluated.
- ii. Only the technically qualified bidders shall be able to participate in the E-auction conducted MSTC as per the schedule mentioned in the RFP.

## 2.17 **Late Bids**

Bids received by the Corporation after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.18 **Contents of the Bid**

2.18.1 The Bid shall be furnished in the formats as specified in Appendixes and the conditions mentioned in the RFP

2.18.2 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

## 2.19 **Rejection of Bids**

2.19.1 The Corporation reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Corporation to accept any Bidder to give any reasons for their decision.

2.19.2 The Corporation reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.



**2.20 Validity of Bids**

2.20.1 The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Corporation.

**2.21 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Corporation in relation to, or matters arising out of, or concerning the Bidding Process. The Corporation will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Corporation may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Corporation. Such persons/bidders who are found to be disclosing the Confidential Information belonging to the Corporation without any authorization or need to know basis, shall be proceeded against and shall be liable to be sued for exemplary damages.

**2.22 Correspondence with the Bidder**

The Corporation shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

**D. BID SECURITY/ EARNEST MONEY DEPOSIT**

**2.23 Bid Security**

2.23.1 The bidder shall furnish as part of the bid a bid security of INR 1,00,00,000 ( INR 1 crore), if intending to bid for 2,00,000 capacity plant or INR 2,00,00,000 (INR 2 crores) if intending to bid for 5,00,000 capacity plant. The bid Security shall be submitted in the form of DD/PO in favor of the Corporation or through RTGS/NEFT/SWIFT transfers. Cash/Cheques for EMD payment shall not be accepted.

2.23.2 The bidder shall not be able to submit without the payment of EMD.

2.23.3 Bid Security may be remitted through RTGS/NEFT/SWIFT as follows:

i. Details for making remittances to the APMDC's Account are given below:

1.	Name of the Beneficiary	A P MINERAL DEVELOPMENT CORPORATION LTD.
2.	Account Number	053411100003509
3.	IFS CODE	ANDB0001193
4.	Name of the Bank and Branch	Andhra Bank, Tadigadapa, Vijayawada

2.23.4 The Bid Security of unsuccessful Bidders will be refunded (without any interest) on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Corporation.

2.23.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder furnishing the Performance Security Deposit in accordance with the format provided in Appendix VIII. Under



no circumstances the refund amounts shall carry any interest and the bidders who have been refunded shall not have any right or claim over the Corporation to pay any interest on such refund.

2.23.6 The Corporation shall be entitled to forfeit and appropriate the Bid Security in any of the events specified in Clause 2.23.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Corporation will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.23.7 The Bid Security shall be forfeited and appropriated by the Corporation as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, inter alia, time, cost and effort of the Corporation without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid; (OR)
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP; (OR)
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and during the period of bid validity as agreed to by the bidder; (OR)
- d) In the case of Selected Bidder, if it fails within the specified time limit:
  - i) to sign the JV Term Sheet and/or
  - ii) to furnish the Performance Security Deposit within the period prescribed in the JV Term Sheet; or  
(OR)
- e) In case the Selected Bidder, having signed the JV Term Sheet, commits any breach thereof prior to furnishing the Performance Security. (OR)
- f) If a technically qualified bidder fails to participate in the E-auction and fails to submit quote for sweat equity. (OR)
- g) If the bid is varied and/or modified during the bid validity period and any extension thereof as agreed to by the bidder.

## **E. FORCE MAJEURE**

### **2.24 Force Majeure**

2.24.1 After conclusion of JV contract between the Corporation and the JV Partner, in the event of either party being rendered physically unable, by Force Majeure to perform any obligation required to be performed by them under the JV contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause actually lasts.

2.24.2 The term Force Majeure shall mean, acts of God, War, Civil riots, fire, flood, earthquake, hurricane, cyclone, lockouts, strikes (not related to the Bidder and its employees), Civil War, acts of terrorism, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract

2.24.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the



alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.

- 2.24.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. However, in case the force majeure period extends beyond 90 days in any given year, both the parties shall meet and decide on a further course of action.
- 2.24.5 The days lost due to force majeure for each year period will be compensated at the end of each year period.

## **F. LIQUIDATED DAMAGES**

### **2.25 Liquidated Damages**

- 2.25.1 In the case of failure to commission the beneficiation plants as per the capacities specified within the timeline specified in Appendix I, observed to be in account of the JV Partner, APMDC shall be damaged thereby. In this regard APMDC may grant an extension to commission the beneficiation plants based on genuine reasons at its own discretion. However in case APMDC decides not to grant any such extension it shall levy penalty for the amount of such damages; and because it is difficult to definitely ascertain and prove the amount of such damages, it is hereby agreed that the amount of such damages shall be the liquidated sum of INR 1,50,000 (INR 1.5 lakhs) per month for the 2,00,000 MT plant and INR 3,00,000 (INR 3 lakhs) per month for the 5,00,000 MT plant, for each month's delay in finishing the work in excess of the number of working days prescribed, subject to a maximum period of 1 year. In case the JV partner does not commission the plants post this period of 1 year, it shall become an event of JV partner default for Termination of Agreement. The JV Partner hereby agrees that said sum shall be paid to APMDC as liquidated damages and such total sum as shall be due for such delay on monthly basis, computed as aforesaid and deducted from the Performance Security Deposit amount deposited with APMDC from time to time by providing a written notice to the JV Partner. The JV partner shall recoup the amounts deducted as above within 15 days from the date of written notice issued by APMDC.

## **G. PERFORMANCE SECURITY DEPOSIT**

### **2.26 Performance Security Deposit**

- 2.26.1 The JV Partner (selected bidder) shall submit an unconditional and irrevocable Performance Security Deposit of INR 2 crores (Rupees Two Crores) for the 2,00,000 MT plant and INR 4 Crores (Rupees Four Crores) for the 5,00,000 MT plant in the form of a bank guarantee issued by a Nationalized bank, or a Scheduled Commercial Bank in India, in favor of the Corporation in the format at Appendix XIII (the "**Bank Guarantee**") within 15 days from the date of issue of LOA by APMDC, failing which the Corporation may at its sole discretion cancel the LOA and forfeit the Bid Security / Earnest Money Deposit. The Corporation reserves the right to reject the Bank Guarantee from certain banks without assigning any reason whatsoever. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Performance Security Deposit can also be provided through Demand Draft (DD) or Bank Transfer.
- 2.26.2 The Performance Bank Guarantee (PBG) to be furnished by the JV Partner to the Corporation as above should be valid for a period of 10 years from the date of issue of LOA, as may be extended by the Bidder/ APMDC from time to time for the next period of 10 years from the expiry of the previous PBG till the completion of the agreement with a claim period of 9 months from the date of expiry of its validity.



2.26.3 The Performance Bank Guarantee shall not bear any interest. Any bank charges or commission on account of furnishing Performance Bank Guarantee shall be borne by the JV Partner only.

2.26.4 The Performance Bank Guarantee (PBG) as above will be returned to the JV Partner by the Corporation within 12 months from the date of expiry of its validity on submission of "No due Certificate" from the designated officer of the Corporation for Barytes Beneficiation Project assigned by APMDC and an unconditional "No claim against Corporation" certificate by the bidder. Any conditions stipulated shall be null and void and once the PBG is returned, the JV Partner shall not have any claims against the Corporation

#### 2.27 **Events for appropriation of the Performance Security**

2.27.1 The Performance Security Deposit may be appropriated by APMDC upon occurrence of any of the events specified in clause 2.25 (the "**Liquidated Damages**") or as determined by APMDC for other cases to be determined by APMDC in its sole discretion. The failure of the JVC or its promoters to make any payments due to APMDC shall also be considered an event of appropriation. The Performance Security Deposit shall be in form of a bank guarantee and APMDC may invoke the same on an Appropriation Event.

2.27.2 Any of the events mentioned in Termination Clause 2.29.1 (a) to (x).

2.27.3 Provided however that in the event an Appropriation Event has occurred solely on account of an Event of Force Majeure which could not have been mitigated by the JV Partner, then the Performance Security Deposit shall not be appropriated for such specific Appropriation Event.

#### 2.28 **Manner of appropriation of the Performance Security**

2.28.1 Upon occurrence of an Appropriation Event, to be determined by APMDC, APMDC shall have the unconditional right to appropriate the Performance Security Deposit by providing a written notice to the JV Partner in the proportion mentioned in clause 2.25 (the "**Liquidated Damages**") or as deemed fit by APMDC from time to time. The failure of the JVC or its promoters to make any payments due to APMDC shall also be considered an event of appropriation.

2.28.2 In the event of a part or total appropriation of the Performance Security, the JV Partner shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security Deposit within 15 days of receipt of a notice under Clause 2.28.1.

2.28.3 Any one or more Appropriation Events resulting in appropriation of the entire Performance Security Deposit or in case of failure to commission the Beneficiation plant within 2 years for 2,00,000 MT plant or the 5,00,000 MT plant from the date of issue of respective LOA, shall give APMDC a complete right to determine the project in any manner as it deems fit (including but not limited to in terms of termination, alterations, rights over assets, etc.) without prejudice to any other proceeding to be taken against the Corporation.

### **H. TERMINATION**

#### 2.29 **Termination for the JV Partner Default**

2.29.1 Subject to Applicable Laws and save as otherwise provided in this RFP and JV Term sheet, in the event that any of the defaults specified below shall have occurred, and the JV Partner fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the JV Partner shall be deemed to be in default of JV Agreement (the "JV Partner Default"), unless the default has occurred solely as a result of any breach of the JV Agreement by APMDC or due to Force Majeure. The defaults referred to herein shall include:





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- a) the Performance Security Deposit has been encashed and appropriated in accordance with Clause 2.25 and the JV Partner fails to replenish or provide fresh Performance Security Deposit within a Cure Period of 15 (fifteen) days;
- b) the JV Partner does not commission the Beneficiation plants within 2 years or the mutually agreed extended period, if any for the 2,00,000 MT plant or the 5,00,000 MT plant from the date of issue of respective LOAs.;
- c) the JV Partner does not commission the Beneficiation plants even after the expiry of 1 year period under which liquidated damages are levied as under clause 2.25.
- d) the JV Partner abandons or manifests intention to abandon the development or operation of the Project without the prior written consent of APMDC;
- e) the JV Partner is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;
- f) the JV Partner has failed to make any payment to APMDC within the period specified in JV Agreement;
- g) if applicable, upon occurrence of a Financial Default, the Lenders' Representative has by notice required APMDC to undertake Suspension or Termination, as the case may be, in accordance with the JV Agreement and the JV Partner fails to cure the default within the Cure Period specified hereinabove;
- h) a breach of any Project Agreement by the JV Partner has caused a Material Adverse Effect;
- i) the JV Partner creates any Encumbrance except as expressly permitted under JV Agreement;
- j) the JV Partner repudiates the JV Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the JV Agreement;
- k) a Change in Ownership has occurred in breach of the provisions of Clause 2.7;
- l) the JV Partner fails to achieve the Actual Production as indicated in Appendix I, save and except to the extent such failure is caused solely by (i) Force Majeure, or (ii) a default of APMDC, not occurring due to any act or omission of the JV Partner;
- m) there is a transfer, pursuant to law either of (i) the rights and/ or obligations of the JV Partner under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the JV Partner, and such transfer causes a Material Adverse Effect;
- n) an execution levied on any of the assets of the JV Partner has caused a Material Adverse Effect;
- o) the JV Partner is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the JV Partner or for the whole or material part of its assets that has a material bearing on the Project;
- p) the JV Partner has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of APMDC, a Material Adverse Effect;
- q) a resolution for winding up of the JV Partner is passed;



- r) any petition for winding up of the JV Partner is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the JV Partner is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the JV Partner are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the JV Partner under JV Agreement and the Project Agreements; and provided that:
  - i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under JV Agreement and the Project Agreements;
  - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under JV Agreement and the Project Agreements and has a credit worthiness at least as good as that of the JV Partner as at the Appointed Date; and
  - iii. each of the Project Agreements remains in full force and effect.
- s) any representation or warranty of the JV Partner herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the JV Partner is at any time hereafter found to be in breach thereof;
- t) the JV Partner submits to APMDC any statement, notice or other document, in written or electronic form, which has a material effect on APMDC's rights, obligations or interests and which is false in material particulars;
- u) the JV Partner has failed to fulfill any obligation, for which failure Termination has been specified in JV Agreement;
- m
- v) the JV Partner issues a Termination Notice in violation of the provisions of JV Agreement;
- w) the JV Partner commits a default in complying with any other provision of the RFP and JV Agreement, if such default causes or may cause a Material Adverse Effect;
- x) any other event or occurrence identified as a 'JV Partner Default' under JV Agreement has occurred.

2.29.2 Without prejudice to any other rights or remedies which APMDC may have under JV Agreement, upon occurrence of a JV Partner Default, APMDC shall be entitled to terminate JV Agreement by issuing a Termination Notice to the JV Partner and forfeit Performance Security Deposit; provided that before issuing the Termination Notice, APMDC shall by a notice inform the JV Partner of its intention to issue such Termination Notice and grant 15 (fifteen) days to the JV Partner to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

## 2.30 Termination for the APMDC Default

2.30.1 In the event that any of the defaults specified below shall have occurred, and APMDC fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in JV Agreement, APMDC shall be deemed to be in default of JV Agreement (the "APMDC Default") unless the default has occurred as a result of any breach of JV Agreement by the JV Partner or due to Force Majeure. The defaults referred to herein shall include:

- a) APMDC commits a material default in complying with any of the provisions of JV Agreement and such default has a Material Adverse Effect on the JV Partner;



- b) APMDC repudiates JV Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by JV Agreement.

2.30.2 Without prejudice to any other right or remedy which the JV Partner may have under JV Agreement, upon occurrence of a APMDC Default, the JV Partner shall, subject to the provisions of the JV Agreement, be entitled to terminate JV Agreement by issuing a Termination Notice to APMDC; provided that before issuing the Termination Notice, the JV Partner shall by a notice inform APMDC of its intention to issue the Termination Notice and grant 15 (fifteen) days to APMDC to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

### 2.31 Termination Payment

2.31.1 Upon Termination on account of a JV Partner Default during the Operation Period, APMDC shall have complete rights to take possession / control over the entire project and assets thereof in any manner as it deems fit without prejudice to any other proceeding to be taken against the Corporation.

2.31.2 Notwithstanding anything to the contrary in this section "Termination", the JV Partner acknowledges, agrees and undertakes that:

- a) APMDC shall not be obligated to purchase from the JV Partner any Non-Funded Works and/ or Project Specific Assets or pay the Purchase Value of any Non-Funded Works and/or Project Specific Assets to the JV Partner;
- b) subject to (a) above, APMDC shall not be obligated to purchase or make any Termination Payment in respect of any Moving Equipment used by the JV Partner at the Project;
- c) in the event the JV Partner enters into any financing agreements or arrangements (including hire purchase) with respect to, or which affect, any of the Non-Funded Works and/ or Project Specific Assets, the JV Partner shall ensure that the financier or lender under such financing agreement or arrangement expressly recognizes and accepts the preferential right of APMDC to take possession / control over the Non-Funded Works and the Project Specific Assets (as the case may be) in any manner as it deems fit; and
- d) no Termination Payment shall be due and payable from APMDC and payable under such circumstances.

### 2.32 Other rights and obligations of APMDC

2.32.1 Upon Termination for any reason whatsoever, APMDC shall:

- a) take possession and control of the Project and Assets forthwith;
- b) subject to the provisions of Clause 2.31, take possession and control of all materials, stores, implements, construction plants and equipment on or about the Site;
- c) be entitled to restrain the JV Partner and any person claiming through or under the JV Partner from entering upon the Site or any part of the Project;

## 3. EVALUATION OF BIDS

### 3.1 Opening and Evaluation of Bids

3.1.1 The Bidders shall submit the bids online /and submit the hard copies as entailed under clause 2.15 prior to the due date as mentioned in the schedule of the RFP.

3.1.2 The Corporation will subsequently examine and evaluate the Bids in accordance with the provisions set out in the RFP.



- 3.1.3 To facilitate evaluation of Bids, the Corporation may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### **3.2 Tests of responsiveness**

- 3.2.1 Prior to evaluation of Bids, the Corporation shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the formats given in this RFP;
- (b) it is accompanied by Technical report on the Project, as conceptualized by the bidder including flow-sheet, technologies to be adopted, project configurations etc. as envisaged by the Bidder
- (c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.16.2;
- (d) it is signed, sealed, bound and marked as stipulated in Clauses 2.13 and 2.15
- (e) it is accompanied by the payment of Bid Security as specified in Clause 2.1.6;
- (f) it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.8 and 2.1.9, as the case may be;
- (g) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (h) it does not contain any condition; and
- (i) it is not non-responsive in terms hereof.

- 3.2.2 The Corporation reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Corporation in respect of such Bid.

### **3.3 Joint Bidding Agreement**

In case of consortium, the Bidder should have a firm Joint Bidding Agreement as per Appendix VII

### **3.4 Bidding Process**

- a. The Bidders who meet the minimum eligibility criteria as per clause 1.3, submit the tender document fee and submit the Bid Security as per Section D shall be considered to be eligible for the next stage of the selection process i.e. e-auction.
- b. APMDC will inform the shortlisted/ eligible Bidders to participate in the e-Auction process by uploading the list of qualified bidders on the APMDC website and/or MSTC.
- c. Only the shortlisted/ eligible /qualified Bidders can participate in e-auction for the particular capacity of Beneficiation plant as per the payment of tender document fee, bid security, eligibility criteria & option of bidder to participate for the particular capacity of Beneficiation plant.
- d. The bidders shall quote for the sweat equity (free ride equity) that it shall provide to APMDC in the proposed Project. The base value for the bid shall be at 26.0%.
- e. Procedure to participate in e-auction:



- i. Open website [www.mstcecommerce.com](http://www.mstcecommerce.com),
- ii. Click on "E-Auction" tab on the left side of the page and select "E-Auction for Govt. of AP & Telangana",
- iii. Then Enter using your User ID and password and Select "Buyer" from the drop down box,
- iv. Click on "View Details",
- v. Click on "View Live Auctions",
- vi. Select "APMDC e-Auction Number APMDC/M&S-101/BAR-BP/2018 dated 02.03.2018".
- vii. On selecting, the auction floor will open up with relevant details. Bidding is to be done for sweat equity that it shall provide to APMDC in the proposed Project.
- viii. E-Auction period will be of 3 (three) hours duration subject to automatic extension. If any valid bid is received in less than 8 minutes before closing time, closing time will automatically extend up to last bid time plus 8 minutes, thus giving enough opportunity to others to revise their bids on that e-auction. The process will continue. The e-auction will close at a time when there will be no bid for consecutive 8 minutes. During the normal and extended period of e-auction, bidders can increase bid amount in e-auction by a minimum of 1%.
- ix. In the E-auction, the auction shall start at the base rate (26 % sweat equity) and the bidder(s) shall increase their bids and quote higher than the prevailing highest bid to become the interim winner and the other bidder(s) shall have option to quote higher than the interim winner to become the next interim winner. The bidder quoting the highest share of sweat equity to APMDC at the time of closing of the E-auction process shall be adjudged successful bidder.
- x. **The bidder has to compulsorily submit the price bid by participating either in the E-Auction. Failure to do so shall lead to forfeiture of Bid Security as 2.23.7 (f)**
- xi. Seller/MSTC will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange the same themselves.

### 3.5 Selection of Bidder

#### 3.5.1 E-Auction Result

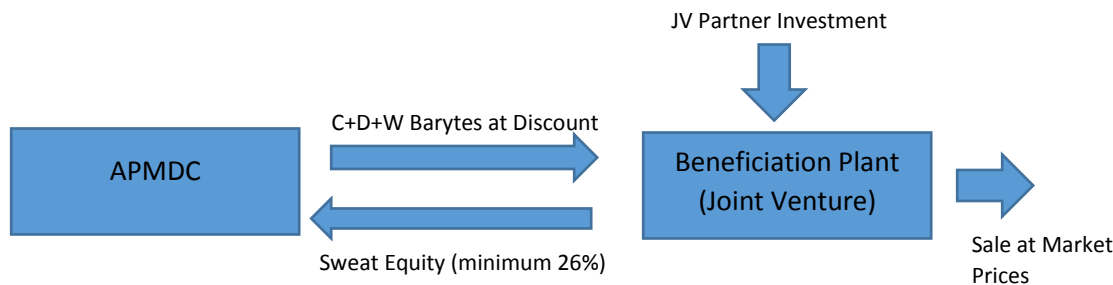
The E-Auction result must be personally seen by the Bidders online through the link "E-auction Lot Status" immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of closing of e-auction (excluding the date of closing of e-auction). After closing of e-Auction, an evaluation list of Bidders will be prepared in the order of ranking as overall H1 (Highest Bidder), H2 (second highest) and so on from e-auction.

Such process shall be used for both the Beneficiation plants.

- 3.5.2 The Bidder adjudged as responsive in terms of Clause 3.2.1 and emerging successful in the E-auction by quoting the highest sweat equity percentage (H1) shall be declared as the "**Selected Bidder**" for each of the two Barytes Beneficiation plants. The H1 for each of the plant shall be adjudged as the respective successful bidder. For either of the two plants, in case H1 cannot become the successful bidder for any reason, H2 will be provided opportunity to match the H1 rate and so on to become Selected Bidder.



3.5.3 The structure of the JV Company for both the plants is indicated below.



As depicted above, beneficiation plant will be set up by the JV Partner in Joint Venture with APMDC. APMDC will receive sweat equity or free ride equity (i.e. the free stake in the JV Company) against the supply of C+D+W Barytes on priority basis at a special price that is arrived at by dividing the prevailing price of Grade A Barytes lumps by 3.7231. The formula for price determination shall remain valid as long as the plant(s) exists. The supplies are subject to production and availability of the stocks. The JVC shall sell the beneficiated material directly to the market at the prevailing market prices.

3.5.4 The criteria for evaluating the bids shall be the sweat equity share that the JV Partner is giving to APMDC. Therefore, the sweat equity share will be bid parameter for the bidding.

The base value for the bid parameter shall be 26% as sweat equity in the proposed joint venture (beneficiation plant).

3.5.5 For either of the two plants, in the event that the JV contract is not awarded to the H1 bidder as a result of any unforeseen circumstances, H2 bidder will be given a chance to execute the JV contract provided he matches the H1 quote of sweat equity to be offered to APMDC.

3.5.6 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Corporation to the Selected Bidder for each project and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Corporation may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Corporation on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered. The selected bidder shall submit Performance Security Deposit as per clause 2.26 within 15 days from the date of LOA and enter into JV agreement with APMDC. Failure to comply shall lead to forfeiture of bid security.

3.5.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the JV Term Sheet (Agreement) within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviation in the JV Term Sheet.

### 3.6 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Corporation makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Corporation and/ or their employees/ advisors/ representatives on matters related to the Bids under consideration.

## 4. FRAUD AND CORRUPT PRACTICES



- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the JV Term Sheet. Notwithstanding anything to the contrary contained herein, or in the LOA or the JV Term Sheet, the Corporation shall reject a Bid, withdraw the LOA, or terminate the JV Term Sheet, as the case may be, without being liable in any manner whatsoever to the Bidder or JV partner, as the case may be, if it determines that the Bidder or JV partner, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Corporation shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation towards, inter alia, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Corporation under Clause 4.1 hereinabove and the rights and remedies which the Corporation may have under the LOA or the JV Term Sheet, if a Bidder or JV partner, as the case may be, is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the JV Term Sheet, such Bidder or JV partner shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder or JV partner, as the case may be, is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning herein after respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Corporation who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the JV Term Sheet or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the JV Term Sheet, as the case may be, any person in respect of any matter relating to the Project or the LOA or the JV Term Sheet, who at any time has been or is a legal, financial or technical adviser of the Corporation in relation to any matter concerning the Project;
  - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and



- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as indicated in the Schedule. Only those Bidders who have been issued the RFP document and paid the tender document fee shall be allowed to participate in the Pre-Bid Conferences. A maximum of three representatives of each Bidder shall be allowed to participate on production of Corporation letter from the Bidder.
- 5.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Corporation. The Corporation shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 5.3 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Corporation till the “Last date for submission of queries” as mentioned in clause 1.4, post which no such requests shall be entertained by the Corporation and the bids submitted shall be considered as binding on the Bidders.
- 5.4 The Corporation reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Tender Document shall be taken or read as compelling or requiring the Corporation to respond to any question or to provide any clarification.
- 5.5 The Corporation shall upload the responses/ clarifications for queries on the website of APMDC. The source of the query will not be mentioned.
- 5.6 The Corporation may also on its own, if deemed necessary, upload on its website, the interpretations and clarifications. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the Tender Document. Provided, however, that any non-written clarifications and information provided by the Corporation, its employees, consultants or representatives in any manner whatsoever shall not in any way or manner be binding on the Corporation.
- 5.7 The Corporation reserves the right to reschedule or cancel the pre-bid conference due to unforeseen circumstances with prior intimation to the Bidders.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Corporation, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Corporation by, on behalf of, and/ or in relation to any Bidder; and/ or





RFP for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes

- (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Corporation, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

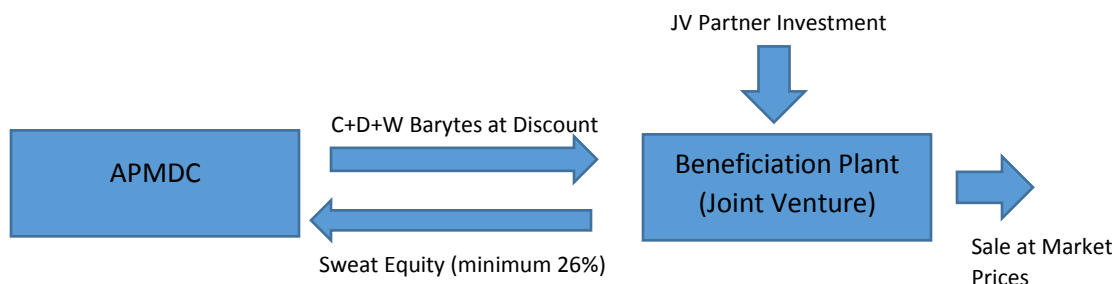


## APPENDIX I

### DETAILS OF THE PROJECT

#### Project for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes (C+D+W Grade Barytes)

- 1 APMDC along with the selected bidder shall enter into a joint venture for State of the Art Barytes Beneficiation plant. APMDC will be holding equity stakes in the Joint Venture in the form of sweat equity (free ride equity).
- 2 The JV Structure is shown schematically in below figure.



As depicted above, beneficiation plant will be set up by the JV Partner in Joint Venture with APMDC. APMDC will receive sweat equity or free ride equity (i.e. the free stake in the JV Company) against the supply of C+D+W Barytes on priority basis at a special price that is arrived at by dividing the prevailing price of Grade A Barytes lumps by 3.7231. The formula for price determination shall remain valid as long as the plant(s) exists. The supplies are subject to production and availability of the stocks. The JVC shall sell the beneficiated material directly to the market at the prevailing market prices.

- 3 The price at which C+D+W Barytes will be supplied by APMDC to JV Company will be as follows

**Supply Price = Prevailing price of Grade A Barytes lumps divided by 3.7231.**

This supply price is on 'as is where is and no complaint basis' and on 'Ex-Mangampet Mine/Stockyard basis'. The Sale price shall be exclusive of prevailing Seigniorage fee and other statutory levies like Cess, taxes etc which shall be borne by the JV Company at **actuals**. The present Seigniorage fee is Rs. 200/- per metric tonne for C+D+W Grade Barytes. The JV Company shall also pay 30 % of the Seigniorage fee as contribution to District Mineral Foundation (DMF) and 2 % of seigniorage as contribution to Mineral Exploration, Research and Innovation (MERIT) Trust etc. The sale price shall be exclusive of GST, which needs to be paid as applicable. GST on Seigniorage fee will not be charged to the JV partner. However, this will be subject to any changes in this regard by the Tax authorities from time to time.. The statutory levies and taxes are currently as provided above and can be changed by the Government from time to time. The formulae for the determination of the price shall remain valid as long as the plant exists.

Loading charges shall be borne by the JV Company at actuals. In case of C+D+W Grade Barytes the applicable weightment charges @Rs. 1.00/MT shall also be borne by the JV Company

In the event of imposition of fresh levies, duties, taxes, revision of seigniorage fee, contribution towards DMF and MERIT etc. or modification /revision of thereof or change in tax structure by the Government of India/Government of Andhra Pradesh/Local bodies or any other statutory bodies etc., the same shall



be borne by the JVC at actuals from the date made effective by the respective authorities even such date falls on or before the publishing date of this RFP.

- 4 APMDC shall supply low grade C+D+W Barytes on 'as is where is and no complaint basis'. The beneficiation plant shall be capable of beneficiating low grade Barytes (C + D + W grade) into Barytes powder of specific gravity 4.1 or greater.

**5 IPR:**

The intellectual property rights developed by the JV Company, if any, shall be shared with APMDC in full for its dissemination to other prospective entrepreneurs in the state. However, the Corporation will not make commercial use of such information and will only use for the establishment of the industry in the state.

**6 Plant capacity**

- A. Bidder shall set-up Beneficiation plant in joint venture with APMDC and the plant shall have annual input capacity of 2,00,000 MTs (Two Lakh Metric Tonnes) of C+D+W Barytes. The minimum capacity utilization should be 55%. There shall be provision for expansion of the capacity as and when decided by the JV Company Board with due permission from APMDC based on mutual consent and the availability of materials. In the event the JV Company intends to go for expansion of the plant, JV Company shall submit the proposal to the Government through the Corporation and the same would be considered subject to availability of the input material.

(or)

- B. Bidder shall set-up Beneficiation plant in joint venture with APMDC and the plant shall have annual input capacity of 5,00,000 MTs (Five Lakh Metric Tonnes) of C+D+W Barytes. The minimum capacity utilization should be 55%. There shall be provision for expansion of the capacity as and when decided by the JV Company Board with due permission from APMDC based on mutual consent and the availability of materials. In the event the JV Company intends to go for expansion of the plant, JV Company shall submit the proposal to the Government through the Corporation and the same would be considered subject to availability of the input material.

The bidder shall set up the Barytes beneficiation plant with the capacity mentioned in either option A or Option B depending on the project for which the bidder is submitting bid for.

**7 Location of plants**

The selected Bidder shall commission the plant in and around Mangampet with due consent of APMDC. APMDC shall not provide any land, water, power, or other resources (including investment) for the project.

**8 Statutory Clearances**

APMDC shall provide assistance in facilitating statutory clearances for the JVC, if any.

**9 Project Timelines**

The selected Bidder shall complete the project within a period of 2 years for the 2,00,000 MT plant or the 5,00,000 MT plant (the completion shall include commercial operation of the plant). The time provided for the completion of the project may be extended by APMDC on the basis of genuine reasons and the decision of APMDC shall be final and binding on bidders.

- 10 The investor/JVC shall not divert low grade Barytes supplied by APMDC for any other purpose other than is envisaged in the JV agreement. In case of such diversion/ sale/ transfer or disposal to any 3<sup>rd</sup> party shall be treated as breach of contract in which case APMDC is entitled to stop supplies of low



grade Barytes and will be at liberty to recover cost of such material and levy penalty equivalent to 100 % on sale price (including but not limited to through appropriation of PSD) and initiate criminal proceedings.

- 11 The Corporation, which will hold certain sweat equity, is not liable for any of the damages or losses or compensation or any outstanding amount payable by the JV Company or JV Partner in the event of failure by the JV Company or JV Partner to comply with the provisions of all applicable laws. The compliance towards any of the applicable laws including regulatory/ statutory obligations, contractual obligations etc, whether on account of JVC or JVP shall be solely the responsibility of the JVP. The JVP shall keep the Corporation fully indemnified in this regard.
- 12 The Corporation, which will hold certain sweat equity, shall not be liable for any liability arising out of operations of the JV Company. The JV Company shall keep the Corporation fully indemnified in this regard at all times even after the termination/expiry of the contract or dissolution of the JV Company.
- 13 The Corporation (APMDC) reserves right to inspect / audit the records / accounts of the JV Company whenever it feels necessary. The JVC and JV Partner shall be liable to provide Corporation the full access to all information, people, assets and processes including full access to digital data stored in computers, servers, cloud, etc. The JVC and JV Partner shall also be liable to submit to the Corporation on a regular basis details such as MIS, sales details, pricing as per the market price as established scientifically through proper reports and/ or tender, any other sales and pricing related details etc.
- 14 The Corporation (APMDC) reserves the right to inspect the operations of the established Beneficiation plant whenever it feels necessary, wherein the JVC shall be liable to provide all information with respect to plant operations, throughput achieved, manpower deployed, plant utilization, etc. and any other parameters related to operations of the established beneficiation plant.
- 15 The JVC shall follow a well-established Sales Process in consultation with APMDC, which shall involve selection of customers, Sales Agreements, consistent pricing and payment terms, Sales offtake etc. The JVC shall maintain all the necessary documentation with regard to the mentioned Sales process and shall be liable to provide such information and rationale behind the same to the corporation whenever requested.

## 16 Employment

APMDC expects to maximize local employment generated from this project. The selected bidder shall employ local manpower from the state of Andhra Pradesh for its requirement in this project. The applicable laws in this regard must be complied with by the JV Partner.

In witness thereof, I/we submit this Bid under and in accordance with the terms and conditions of the RFP document.

Yours faithfully

Date:

(Signature of the Authorized signatory)



RFP for Establishment and operation of Beneficiation plant for beneficiating low grade Barytes

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder/Lead Firm



**APPENDIX II**

**JOINT VENTURE TERM SHEET (MoU FOR JV AGREEMENT)**

<b>Parties</b>	Andhra Pradesh Mineral Development Corporation Limited (APMDC or the Corporation) and Selected Bidder (JV Partner).
<b>Objective of this Term Sheet</b>	<p>APMDC and JV Partner intend to mutually discuss and finalize major terms and conditions so as to participate in formation of Joint Venture (JV) Company.</p> <p>Equity stake of APMDC shall only be in the form of sweat equity (free ride equity).</p> <p>The Corporation (APMDC) reserves right to inspect / audit the records / accounts of the JV Company whenever it feels necessary.</p>
<b>Definition</b>	<p>A Joint Venture may be defined as a contractual agreement or a business relationship between two or more entities for the purpose of executing a particular business Undertaking. From legal and organizational standpoint, this joint ventures will be of equity joint ventures.</p> <p>“Party” shall mean individually, any of APMDC or JV Partner. No subsidiaries or affiliates of these companies will be included within the definition of Party.</p>
<b>Structure of the JV</b>	<ol style="list-style-type: none"> <li>i. APMDC and JV Partner jointly agrees to establish a beneficiation plant for beneficiating low grade Barytes in and around Mangampeta through a Joint Venture.</li> <li>ii. The proposed JV Companies will be developed based on debt equity ratio as <b>70:30</b>. As far as equity contribution is concerned APMDC’s contribution shall only be in the form of sweat equity.</li> <li>iii. The sweat equity share of APMDC will be the H1 rate as finalized in the e-auction (through which the JV Partner is selected as the ‘Selected Bidder’ or ‘Successful Bidder’).</li> <li>iv. The sweat equity (free ride equity) to the Corporation shall be maintained at least the H1 rate all times throughout the life of the JV Company.</li> </ol>
<b>Statutory Approvals / meeting law of the land</b>	JV Partner shall obtain statutory approvals and fulfill compliance requirement as per the applicable laws.
<b>Indemnity</b>	<p>The Corporation, which will hold certain sweat equity, is not liable for any of the damages or losses or compensation or any outstanding amount payable by the JV Company or JV Partner in the event of failure by the JV Company or JV Partner to comply with the provisions of all applicable laws. The compliance towards any of the applicable laws including regulatory/ statutory obligations, contractual obligations etc, whether on account of JVC or JVP shall be solely the responsibility of the JVP. The JVP shall keep the Corporation fully indemnified in this regard.</p> <p>The JV Partner is responsible for any type of accident whether major/minor in nature occurring during the performance of the contract / work regarding JV Company. It shall be</p>



	<p>responsible for the payment of compensation as per the applicable laws and shall keep the Corporation fully indemnified in this regard.</p> <p>JV Partner shall ensure the compliance with all the applicable laws and shall be solely responsible for such compliance.</p>
<b>Management of the JV Company</b>	<p>The management and control of the proposed JV company shall vest in its Board of Directors of the newly formed JV Company.</p> <p>APMDC shall have a right to appoint the proportion of Directors at least equal to its (sweat) equity share.</p>
<b>Governing Law</b>	<p>This Term Sheet shall be governed and interpreted in accordance with the Laws of India and shall be subject to exclusive jurisdiction of the Courts in Vijayawada, Andhra Pradesh.</p>
<b>Dispute</b>	<p>In the event of any difference(s) or dispute(s) arising out of interpretation, existence, validity, breach, termination or application of the provisions of this Term Sheet, the Parties shall immediately consult each other with the view to expeditiously resolve such difference(s) or dispute(s) in a spirit of mutual understanding and cooperation. In case of non-resolution of dispute within a period of 30 days of such reference, the dispute shall be settled by arbitration consisting of one arbitrator, to be jointly appointed by the Parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.</p> <p>The Vice-Chairman &amp; managing Director of the A.P. Mineral Development Corporation Ltd (who will be the appointing authority) will send within 90 days of the receipt of notice of claims, the panel of three names of persons not directly connected with the work, to the JV Partner, who will select anyone out of the said names of persons to be appointed as Sole Arbitrator within 30 days of receipt of the names. If the appointing authority fails to send the JV partner the panel of three names as aforesaid within the period specified, the JV Partner shall send to the appointing authority, a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall, on receipt of the names as aforesaid, select any one of the persons so named and appoint him as the Sole Arbitrator. If the appointing authority fails to appoint him as the sole arbitrator within 20 days of receipt of the panel and inform the JV Partner accordingly, the JV Partner shall be entitled to invoke the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>The arbitration shall be governed by laws of India. The venue for arbitration shall be Vijayawada, Andhra Pradesh and language of arbitration shall be English. The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding on the Parties.</p>
<b>Effective Date and Duration</b>	<p>The Effective Date of this Term Sheet shall be the date on which this Term Sheet is signed and once effective, this Term Sheet shall represent the legally binding agreement of the Parties. This Term Sheet shall remain in force till the date of execution of Joint Venture Agreement. The Parties may agree in writing to terminate it at a prior date or extend it to a later date, depending upon the decision of formation of Joint Venture Company.</p>



<b>Non-Solicitation</b>	During the term of this Term Sheet, each Party agrees not to directly or indirectly solicit for employment or hire any director, officer or employee of other Party, except with the prior written consent of other Party.
<b>Representations and Warranties</b>	All standard Representations and Warranties shall be provided by all the Parties in the relevant Joint Venture Agreement.
<b>Exclusivity</b>	JV Company shall purchase C+D+W Barytes only from APMDC.
<b>Confidentiality</b>	<p>Parties agree that they shall treat this Term Sheet and all subsequent commercial details and other information disclosed by any party as confidential and will not disclose it to any other person unless it is required to do so for fulfilling their obligations under this Term Sheet and/or it is required to do so under Law. The confidentiality obligations and limitations on use of Confidential Information, as set forth in this Term Sheet, shall terminate on the expiry of <b>24 months</b> after the date of execution of this Term Sheet or 12 months from the date of termination of the Term Sheet, whichever is later.</p> <p>Each Party undertakes and confirms that in addition to the confidentiality obligations contained in this Term Sheet, the Party shall also be abided by the confidentiality obligations of the Confidentiality Agreement signed with any outside agencies pursuant to which any Party has received any information and is being supplied to the other Party for the purpose of Proposed Transaction.</p>
<b>Exit provision for APMDC with respect to JV</b>	The Parties expressly agree that the APMDC may, in pursuance of any reorganization or restructuring, or at Government's discretion substitute itself by another entity, and upon such substitution, all the functions, rights and obligations of APMDC under JV Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws.
<b>Other Terms</b>	<ol style="list-style-type: none"> <li>1 The investor/JVC shall not divert low grade Barytes supplied by APMDC for any other purpose other than is envisaged in the JV agreement. In case of such diversion/ sale/ transfer or disposal to any 3<sup>rd</sup> party shall be treated as breach of contract in which case APMDC is entitled to stop supplies of low grade Barytes and will be at liberty to recover cost of such material and levy penalty equivalent to 100 % on sale price (including but not limited to through appropriation of PSD) and initiate criminal proceedings.</li> <li>2 The Corporation, which will hold certain sweat equity, is not liable for any of the damages or losses or compensation or any outstanding amount payable by the JV Company or JV Partner in the event of failure by the JV Company or JV Partner to comply with the provisions of all applicable laws. The compliance towards any of the applicable laws including regulatory/ statutory obligations, contractual obligations etc, whether on account of JVC or JVP shall be solely the responsibility of the JVP. The JVP shall keep the Corporation fully indemnified in this regard.</li> <li>3 The Corporation, which will hold certain sweat equity, shall not be liable for any liability arising out of operations of the JV Company. The JV Company shall keep the Corporation fully indemnified in this regard at all times even after the termination/expiry of the contract or dissolution of the JV Company.</li> <li>4 The Corporation (APMDC) reserves right to inspect / audit the records / accounts of the JV Company whenever it feels necessary. The JVC and JV Partner shall be liable to provide Corporation the full access to all information, people, assets and processes</li> </ol>





	<p>including full access to digital data stored in computers, servers, cloud, etc. The JVC and JV Partner shall also be liable to submit to the Corporation on a regular basis details such as MIS, sales details, pricing as per the market price as established scientifically through proper reports and/ or tender, any other sales and pricing related details etc.</p> <p>5 The Corporation (APMDC) reserves the right to inspect the operations of the established Beneficiation plant whenever it feels necessary, wherein the JVC shall be liable to provide all information with respect to plant operations, throughput achieved, manpower deployed, plant utilization, etc. and any other parameters related to operations of the established beneficiation plant.</p> <p>6 The JVC shall follow a well-established Sales Process in consultation with APMDC, which shall involve selection of customers, Sales Agreements, consistent pricing and payment terms, Sales offtake etc. The JVC shall maintain all the necessary documentation with regard to the mentioned Sales process and shall be liable to provide such information and rationale behind the same to the corporation whenever requested.</p> <p>7 APMDC expects to maximize local employment generated from this project. The selected bidder shall employ local manpower from the state of Andhra Pradesh for its requirement in this project. The applicable laws in this regard must be complied with by the JV Partner.</p>
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Each party hereby confirms its agreement to the terms contained in this Joint Venture Term Sheet.

This Term Sheet is executed by and amongst the Parties on this .....

For APMDC

For JV Partner

Name & Signature: Mr. Ch. V. Chowdary

Name & Signature:

\_\_\_\_\_

\_\_\_\_\_

Designation: VC & MD

Designation:

\_\_\_\_\_

\_\_\_\_\_



### APPENDIX III

#### TEMPLATE FOR SUBMISSION OF BID

Screenshot of the E-auction page shall be shared by MSTC with the Bidders upon implementation. Bidders may contact MSTC for the same.



**APPENDIX IV**

**FORMAT FOR STATEMENT DETAILING TRADE AND FINANCIAL CAPABILITY**

a. Annual Turnover

To Be Certified by Statutory Auditor of the Bidder)

(In Rs. crore)

Name of the Bidder	2016-17	2015-16	2014-15	Annual Average Turnover

b. Trade details (as mentioned in clause 1.3)

To Be Certified by Statutory Auditor of the Bidder)

S. No.	Name of Bidder	Financial Year of Trade	Commodity dealt in	Quantity Traded/Sold	Value (in INR Crores)
1	M/s _____	FY ____			
		FY ____			
		FY ____			
		Total (1)			

Name of the Audit Firm:

Registration Number of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation  
of the Authorised Signatory)

Date:



c. Net worth:

(In Rs. crore)

Name of the Bidder	Net worth for the latest year (2016-17)	
	1. Subscribed and Paid-up Equity	
	2. Reserves	
	3. Revaluation reserves	
	4. Miscellaneous expenditure not written off	
	5. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Instructions:

1. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
2. The Statutory Auditor of the Bidder should certify the Experience, Net worth, Turnover tables as mentioned above in point a, b & c.
3. *In the event the accounts for the latest financial year (i.e. 2016-17) are not audited, the same may be indicated by the Auditor/ Statutory Auditor in the Certificate with reasons along with the details for the immediately preceding financial year (i.e. 2015-16).*

*In the case of Turnover, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the Annual Average Turnover must be demonstrated in the three preceding years i.e. 2013-14 and 2014-15 & 2015-16).*

*In the case of net worth, if the accounts for the latest financial year (i.e. 2016-17) are not audited, the net worth must be demonstrated as on 31.03.2016.*



**APPENDIX V**

**POWER OF ATTORNEY FOR SIGNING OF BID**

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 of our 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 bid for the Establishment and operation of Beneficiation plant for beneficiating low grade Barytes proposed or being developed by the APMDC Ltd. (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to APMDC, representing us in all matters before APMDC, signing and execution of all contracts including the JV Agreement and undertakings consequent to acceptance of our bid, and generally dealing with APMDC 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 JV Agreement with APMDC.

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 \_\_\_\_\_, 2018.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

- 1.
- 2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)



*Notes:*

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



## APPENDIX VI

### POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

*(Refer Clause 2.1.9)*

Whereas the APMDC Ltd. ("APMDC") has invited bids from parties for the Establishment and operation of beneficiation plant for beneficiating low grade Barytes ("the Project").

Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and Undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with APMDC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the consortium's bid for the Project and/ or upon award thereof till the JV Agreement is entered into with APMDC.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20.

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

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





## APPENDIX VII

### JOINT BIDDING AGREEMENT

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....

#### AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... (Hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, and SECOND PARTY are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

#### WHEREAS

- (A) [Name of the company], established under \_\_\_\_\_, represented by its Chief Executive Officer and having its principal office at \_\_\_\_\_ [Name of the company] \_\_\_\_\_ (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Proposal No. .... dated ..... (The “**RFP**”) for selection of bidders for Establishment and operation of beneficiation plant for beneficiating low grade Barytes (the “**Project**”) through Joint Venture.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

#### NOW IT IS HEREBY AGREED as follows:

##### 1. Definitions and Interpretations

In JV Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.



**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into a JV Agreement with APMDC as per the terms of RFP and perform all its obligations in terms of the JV Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the JV Agreement when all the obligations of the JV Company shall become effective;
- (b) Party of the Second Part shall be {the financial and Technical Member of the Consortium; note: to be modified as per the requirement}

**5. Joint and Several Liability**

The Parties 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 RFP and the JV Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the JV Agreement.

**6. Shareholding in the JV Company (JVC)**

6.1 The Parties agree that the proportion of shareholding among the Parties in the JVC shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the JV Company shall, at all times till the 5<sup>th</sup> (fifth) anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in clause 6.2 above shall, at all times till the 5<sup>th</sup> anniversary of the date of commercial operations, hold subscribed and paid up equity share capital of the JV Company equivalent to at least 26% (twenty six per cent) of the Selected Bidder’s total equity contribution as defined below:

Sr.	Part of the Project	Selected Bidder’s equity contribution*
-----	---------------------	--



1	Barytes Beneficiation plant*	(100 – APMDC’s sweat equity)%
---	------------------------------	-------------------------------

\*Adjusted as per sweat equity finalized after e-auction.

6.4 The Parties agree and undertake that the aggregate direct equity shareholding of the Parties (in the issued and paid up equity capital of the JVC shall not be less than 100% (one hundred percent) of the Selected Bidder’s equity contribution at all times commencing from the date of incorporation of the JVC, until the 3<sup>rd</sup> (third) anniversary of the commercial operation date of the Project. The Parties further agree and undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the of the Selected Bidder’s equity contribution at all times until the 5<sup>th</sup> (fifth) anniversary of the commercial operation date of the Project.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the JV Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of JV Agreement that:

(a) Such Party 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 JV Agreement;

(b) The execution, delivery and performance by such Party of JV 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 JV Agreement for the delegation of power and authority to execute JV Agreement on behalf of the Consortium Member is annexed to JV Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, JV, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, 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 Party so as to prevent such Party from fulfilling its obligations under JV Agreement;

(c) JV Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under JV Agreement.

## 8. Termination

JV Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Closure of the Project is achieved under and in accordance with the JV Agreement, in case the



Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by APMDC to the Bidder, as the case may be.

## 9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that JV Agreement shall not be amended by the Parties without the prior written consent of APMDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED JV AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

Notes:

1. *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *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 JV Agreement for the delegation of power and authority to execute JV Agreement on behalf of the Consortium Member.*



**APPENDIX VIII**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

*(Refer Clauses 2.26)*

***(To be executed on Non-Judicial Stamp Paper of appropriate value)***

..... ***(Name of the Bank)***

Address.....

Guarantee No. ....

A/c Messrs..... ***(Name of Selected bidder)***

Date of Expiry.....

Limit to liability (***currency & amount***).....

Contract No. ....

For..... ***(Name of Works)***

**Subject: Performance Bank Guarantee**

B.G. No. Dated:

Date.....

**To**

.....  
.....  
.....

***[Name and Address of Corporation]***

Dear Sir,

We refer to the Letter of Award (hereinafter called the "LOA") Reference No. .... Dated ..... between you and M/s. (***Name of the Selected Bidder***) (hereinafter called the "Selected Bidder") for the **Establishment and operation of beneficiation plant for beneficiating low grade Barytes** on JV basis.

Whereas the selected bidder has undertaken to produce a Bank guarantee under the JV Contract to secure its obligations to you for the performance of the JV Contract including the guarantees and warranty of works executed under the Contract.

We..... (***Name of the Bank***) do hereby expressly irrevocably and unreservedly undertake to pay to you on your written demand and without demur an amount not exceeding..... (***currency and amount***).

- We do hereby undertake to pay the amounts due and payable under this Guarantee without any protest or demur, merely on a demand from you stating that the amount claimed is due by reason of breach by the said selected bidder of any of the terms or conditions contained in the said Contract or by reason of the Selected bidder's failure to perform the Contract. Any such demand made on us shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding.....



3. Notwithstanding anything to the contrary we agree that your decision as to whether the Selected bidder has committed any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
4. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Selected bidder(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.
6. This guarantee shall continue and hold good until it is released by you on the application by the Selected bidder after expiry of the related Defect Liability Period of the said Contract and submitted a copy of your letter for release of this guarantee provided always that unless extended this guarantee shall remain in force till..... (10 Years from the date of issue of LOA). Should it be necessary to extend this Guarantee beyond the said date, we undertake to extend forthwith the period of this guarantee on your request till such time as may be mutually agreed by you and the Selected bidder.

**7. Manner of appropriation of the Performance Security**

- 7.1 Upon occurrence of an Appropriation Event, to be determined by APMDC, APMDC shall have the unconditional right to appropriate the Performance Security Deposit by providing a written notice to the selected Bidder in the proportion mentioned in clause 2.25 (the "**Liquidated Damages**").
  - 7.2 In the event of a part or total appropriation of the Performance Security, the selected Bidder shall be required to: (i) rectify the Appropriation Event; and (ii) top-up the bank guarantee constituting the Performance Security Deposit within 15 days of receipt of a notice under Clause 2.28.1.
  - 7.3 Any one or more Appropriation Events resulting in appropriation of the entire Performance Security Deposit shall give APMDC a right to determine the project without prejudice to any other proceeding to be taken against the mining lease holder.
  - 7.4 Any other manner as per the terms of RFP.
8. You will have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Selected bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Selected bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Selected bidder or for any forbearance, act or omission on your part or any indulgence shown by you to the said Selected bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  9. All compensations and payments that may be received by you from the Selected bidder or any person, firm or company whomsoever for or on account of the Selected bidder in any way in respect of the said Contract shall be regarded as payments in gross and you will be entitled to proceed against the assets of the Selected bidder, should the Selected bidder be wound up or dissolved or declared insolvent in respect of the whole of the Selected bidder's indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such compensation or payment of any security that may be held by you until you shall have received the full amount of your claims against the Selected bidder.



10. This guarantee shall not in any way be affected by you taking or varying or giving up any securities from the Selected bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Selected bidder.
11. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Selected bidder, hereby guaranteed by us as aforesaid and we hereby expressly waive all our suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
12. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with other or along) and now existing unconcealed and that this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
13. This guarantee shall not be discharged by any change in the constitution of the Selected bidder or us, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and effaceable by the absorbing or amalgamated company or concern.
14. We shall not revoke this guarantee during its being in force except with your previous consent in writing.
15. Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum Rs. \_\_\_\_\_ Crores (**Rupees** \_\_\_\_\_ **Crores**) and shall expire on ..... (10 Years from the date of issue of LOA) unless a claim or demand is made on us in writing within 9 months of the expiry date, after which all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.

Yours faithfully

Dated ..... day of ..... 20.

For.....

**(Name of the Bank)**

(Signature of the Authorized Signatory)

(Official Seal)



**APPENDIX IX**

**LETTER INDICATING THE PROJECT**

*(Refer Clauses 2.13)*

We have noted that the bid can only be submitted for one of the two of the two beneficiation plants (i.e. either 2,00,000 MT capacity or 5,00,000 MT capacity) and we confirm that our submission is for the ..... capacity beneficiation plant.

(Signature of the Authorized Signatory)

(Official Seal





## APPENDIX X

### CHECKLIST FOR LIST OF DOCUMENTS TO BE SUBMITTED AS PART OF BID

Sl. No.	BID DOCUMENTS	Enclosed (Check) with Page Nos
1	Signed copy of Appendix I – Details of the Project	
2	Signed copy of Appendix II - Joint Venture Term Sheet	
3	Appendix IV - Statement detailing trade and financial capability	
4	Appendix V - Power of Attorney for signing of Bid	
5	Appendix VI - Power of Attorney for lead member of consortium	
6	Appendix VII – Signed copy of Joint Bidding Agreement	
7	Appendix IX - Letter indicating the project bidding	
8	Audited Financial Reports for the last 3 financial years	
9	KYC Documents: PAN Card GSTIN & GST Registration Certificate Cancelled cheque from their Bank account(s) to be submitted Partnership Deed and Registration Certificate of the Partnership Firm Certificate of Registration or Certificate of Incorporation of Company	
10	Technical details of the project such as Executive summary of DPR (if applicable), plant and machinery details, plan of selling output and project profile details such as details of technical know-how, estimated project cost, project timelines (bar charts), plan for establishment of project including purchase of land, power, water etc.	
11	Documentary evidence like contracts, statutory auditor certificate stating the years since the Bidder/ member of consortium has such experience starting Bid Due Date in accordance Eligibility Criteria (refer clause 1.3)	

**Disclaimer:** The checklist is made for guidance purpose only and may not be exhaustive and may not be applicable to all the bidders. The bidders should ensure that all the documents required as per this tender are properly attached/submitted as part of the technical bid.