

The A.P. Mineral Development Corporation Limited (A State Government Undertaking)



294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal ,
Vijayawada - 521137, Andhra Pradesh
Tel: +91 866 2429999, Fax: +91 866 2429977
E-Mail: apmdcltd@yahoo.com; apmdcpc@gmail.com
Website: www.apmdc.ap.gov.in

E-TENDER DOCUMENT FOR

**For Working of Blue Granite quarry lease over an extent of 4.00
Hectares in Addukonda (V), Tekkali (M), Srikakulam Dist. of A.P. on
Raising-Cum-Sale Contract basis for a period of 5 years.**

The Andhra Pradesh Mineral Development Corporation Limited
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Vijayawada - 521137, Andhra Pradesh
Tel: +91 866 2429999, Fax: +91 866 2429977
E-Mail: apmdcltd@yahoo.com; www.apmdc.ap.gov.in

NOTICE INVITING TENDER (NIT)

Tender No: APMDC/GEO/BL-G/RCSC/ADK due on 30.07.2018

The Andhra Pradesh Mineral Development Corporation Limited (hereafter referred as 'APMDC' or the 'Corporation'), fully owned by the Govt. of Andhra Pradesh, invites e-tenders from reputed, experienced and competent domestic bidders for working of Blue Granite quarry lease over an extent of 4.00 Acres in Sy No 1/P of Addukonda (V), Tekkali (M), Srikakulam Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years

The e-tender shall be published in the Online E-procurement portal www.tender.apecurement.gov.in. The intending bidders shall register themselves with the AP E-procurement portal using valid Digital Signer Certificate. The bidders need to submit a bid security of INR 3,00,000 (Three lakh Rupees only) through Online Payment in the E-Procurement portal.

The tender document for the e-tender can be viewed on APMDC website www.apmdc.ap.gov.in or on www.tender.apecurement.gov.in from 09.07.2018 onwards. Terms and conditions, timelines etc. for participating in the e-tender shall be as provided in the tender document and the terms and conditions of AP E-Procurement portal shall also apply, if any.

Interested bidders can participate in the bidding only after payment of a non-refundable tender fee of INR 10,000 (Ten Thousand Only)+GST by submission of physical DD drawn in favor of "The Andhra Pradesh Mineral Development Corporation Limited " or NEFT/RTGS transfer in addition to Bid Security payment through online payment in E-procurement portal. The bidder shall upload receipt / transaction acknowledgment along with the Prequalification documents in the Online portal. For Online payment of Tender fee, please use the Department AC no.053411100003509 and IFSC code ANDB0001193 for your remittance. Last date for submission of Technical Bid online is 30.07.2018 by 15:00 hrs. Any further communications, amendments etc. shall be available on the above website of AP E-Procurement and the website of APMDC 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. For any enquiry, bidder may contact DGM (Geology), APMDC (Ph: 94910 35727).

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

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SECTION-A

NOTICE INVITING TENDER

1. APMDC Limited is a Public Sector Company of State Govt. of Andhra Pradesh, primarily engaged in the business of exploring minerals and developing mining infrastructure in the state.
2. APMDC Limited, Vijayawada hereinafter referred as the "Corporation" intends to enter into a contract for working of Blue Granite quarry lease over an extent of 4.0 Hectares in Sy No 1/P in Addukonda (V), Tekkali (M), Srikakulam Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years. The raising Contractor and the Buyer will be one and the same. The details of the Quarry to be worked on RCSC under this tender is at Section-C.
3. Interested Bidders may obtain further information from the office of APMDC Limited at the following address:

THE ANDHRA PRADESH MINERAL DEVELOPEENT CORPORATION LIMITED

D.No. 294/1 D, 3rd Floor, 100 feet Tadigadapa to Enikepadu road, Kanuru Village, Penumaluru Mandal , Vijayawada - 521137, INDIA
Tel: +91 866 2429999, Fax: +91 866 2429977
Website: www.apmdc.ap.gov.in
Email: apmdcltd@yahoo.com , apmdcpc@gmail.com

4. **Earnest Money Deposit (EMD)**

The tenderers are required to pay EMD amount Rs.3,00,000/- (Rupees Three lakhs only) via Online payment on the E-Procurement portal in respect of Tender No: **APMDC/GEO/BL-G/RCSC/ADK** due on 30.07.2018. Physical DDs for EMD are not acceptable and would disqualify the Bidder from the Tender.

5. **Inspection of Quarry lease**

- a. Tenderers can inspect the Quarry lease at Addukonda, in Srikakulam Dist (AP) by contacting our General Manager, Mining at site office Vishakapatnam (Name: K.V. Ramana, Ph No. 9246434500). Tenderers are advised to inspect the site and the working conditions prevailing therein before submitting their offer.
- b. Accessibility, infrastructure facilities, mine condition and working conditions etc, are also to be verified by the bidders by themselves before submitting the offer. All arrangements required for inspection are to be made by the tenderers at their cost. The offers are deemed to have been submitted considering that the tenderers have inspected the mine to their satisfaction.

6. Salient features of Tender

1. Tender Document & due date	<u>APMDC/GEO/BL-G/RCSC/ADK</u> due on 30.07.2018
2. Name of the Work	For working of Blue Granite quarry lease over an extent of 4.0 Hectares in Sy No.1 in Addukonda (V), Tekkali (M), Srikakulam dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years.
3. Tender Document Fee	INR 10,000 (Rupees ten thousand only) + GST in the form of DD drawn in favor of "The Andhra Pradesh Mineral Development Corporation Limited" , Vijayawada or via Online payment to designated Bank account of APMDC with AC no.053411100003509 and IFSC code ANDB0001193 and Andhra bank branch at Tadigadapa, Vijayawada..
4. Transaction fee for the tender	All the participating bidders should pay a Transaction fee of Rs. 7,500/- + applicable tax online in the E-Procurement portal during Bid submission and this shall be payable to M/s. A.P. Technology Services Limited, Vijayawada by adopting the following channels / modes of payment: 1. Net banking 2. Credit cards/Debit cards (Any MASTER / VISA Card) issued by any bank 3. NEFT/RTGS Challan payment by utilizing the Payment Gateways provided in the portal. Please note that CC/DC payment options would incur higher charges than Net banking / NEFT Challan payments.
5. Earnest Money Deposit	INR 3,00,000 (Rupees Three lakh only) through Online Payment only in the E-Procurement portal of GoAP. Cash and Cheques for earnest money deposit will not be accepted.
6. Duration of Project	5 years
7. Publication of notice inviting tender in newspaper and on the APMDC website	09.07.2018
8. Posting of tender document on APMDC website & APTS website and Commencement of registration with APTS	09.07.2018

9. Last date for receiving queries from bidders	Before 1500 hours, 19.07.2018
10. E-mail address for submitting queries	apmdcltd@yahoo.com , apmdcpc@gmail.com
11. Pre-bid conference for registered bidders	On 25.07.2018 and will be held at the Corporate Office of the APMDC at Vijayawada at 3 PM
12. Response to queries by APMDC	27.07.2018
13. Last date for submission of hard copy of technical bid and uploading of technical Bid and commercial bid online	30.07.2018 - 15.00 Hours,
14. Announcement of technically qualified bidders	02.08.2018
15. Date of E-tender (Commercial bid opening)	03.08.2018

7. Eligibility Criteria

- i. The bidder must be a company incorporated/registered in India. The bidder shall submit the certificate of incorporation to this effect.
- ii. The bidder shall have PAN number and shall have GST registration/ shall have applied for GST registration. The bidder shall submit documentary proof such as copies of PAN card, GSTIN, GST registration/ ARN etc in this regard.
- iii. The average annual turnover of the bidder should be not less than INR 30 lakh for last 3 financial years and the net worth of the bidder should not be less than INR 10 Lakh. A certificate from the statutory auditor to this effect shall be submitted.
- iv. The bidder shall have mining experience in open cast mining at least for a period of 3 years and should have handled at least 50,000 MTs of OB/ROM per annum and shall submit documentary proof certified by a statutory auditor to that effect.

8. Process of submission of bids

- i) **Registration with the AP e-procurement portal:** The Corporation intends to utilize the services of M/s APTS and the e-procurement portal for this e-tender. Therefore, all the bidders shall register with them and pay a Transaction fee of Rs. 7,500/- + GST online in the E-Procurement portal during Bid submission and this shall be payable to M/s. A.P. Technology Services Limited, Vijayawada by adopting the following channels / modes of payment: 1. Net banking 2. Credit cards/Debit cards (Any MASTER / VISA Card) issued by any bank 3. NEFT/RTGS Challan payment by utilizing the Payment Gateways provided in the

portal. Please note that CC/DC payment options would incur higher charges than Net banking / NEFT Challan payments.

- ii) The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at **www.apecurement.gov.in** by following the procedure given below. The bidder would be required to register on the **e-procurement market** place **www.apecurement.gov.in** or **https://tender.apecurement.gov.in** and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in AP e-procurement platform.
- iii) The bidders shall submit their eligibility and qualification details, Technical bid etc., in the online standard formats UNDER PQ/TQ templates as displayed in **AP e-Procurement web site**. The bidders shall also upload the scanned copies of all the relevant certificates, documents etc., in support of their payment of tender document fee and Bid Security, eligibility criteria, declaration stating that the bidder has not been delisted in the past by any government/ quasi-government/PSU, duly filled Annexure 1,2 of the RFP, technical bids etc and any other certificate/documents in the e-Procurement web site before the technical bid due date. APMDC may reject any bid that is not complete in terms of submission of the documents mentioned above and the decision of APMDC shall be final and binding in this regard.
- iv) The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. APMDC may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of APMDC in this connection is final and binding on the bidder.
- v) The bidders shall submit the commercial bids in the standard online format provided by the technical due date. They shall also upload online scanned copies of duly filled letter of offer and commercial bid as per Annexure 3 and 4 respectively. The commercial bid of only the eligible technically qualified bidders shall be opened. The bidder shall not submit hard copies of the commercial bid
- vi) **Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s. Vupadhi Techno Services Pvt Ltd on 040-39999700/701/702/703/704, www.apecurement.gov.in or <https://tender.apecurement.gov.in>.
- vii) **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, you may please Contact: Andhra Pradesh Technology Services Limited, 3rd Floor, R&B Building, MG Road, Labbipet- Vijayawada- 520010. Contact No. 0866-2479417,2489417.

(OR)

You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The list of CAs are available by clicking the link "<https://tender.apmprocurement.gov.in/DigitalCertificate/signature.html>".

Hard copies:

All Documents that shall be uploaded on the E-Procurement portal along with technical bid shall also be submitted in original in a sealed envelope addressed to the Vice-Chairman and Managing Director of the APMDC at the address on the first page of the tender document super-scribing "submission of Technical Bid under Tender No: **APMDC/GEO/BL-G/RCSC/ADK** due on 30.07. 2018" before bid submission closing due date and time.

The envelope shall consist of the following documents:

- i. Scan copy of proof of purchase of Tender document if tender document fee is paid online or original DD if paying offline
- ii. Proof of payment of Bid Security
- iii. Net worth details and turnover details of the last 3 years (Average Annual Turnover shall not be less than Rs. 30 Lakh and net worth shall not be less than Rs 10 Lakh). Turnover Certificate should be issued by qualified Chartered Accountant (CA).
- iv. All documents pertaining to the eligibility criteria of the RFP.
- v. Self - Declaration stating that the bidder has not been banned/ delisted by any government, quasi-government or PSU.
- vi. Annexures 1 and 2 as enclosed to tender schedule, duly filled and signed.

In the case of any discrepancy between the documents uploaded on E-Procurement 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. **The bidder shall not submit their commercial bid as part of hard copy submission.**

9. Opening of Bids

Sl.No.	Bid	Date	Time
1.	PQ & Technical bid	02.08.2018	1500 hrs
2.	Commercial Bid Opening	03.08.2018	1500 hrs

Note

- i. APMDC reserves right to reject any or all of the bids received without assigning any reason what-so-ever.

10. Banned/ Delisted Suppliers

The bidders shall submit a declaration that they have not been blacklisted by any government or quasi-government institutions/Departments or PSU's. If a bidder has been banned by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given/uploaded, the bid will be rejected as non-responsive. The decision of the VC&MD, APMDC in this connection is final and binding on the bidders.

11. Minimum Production

The minimum production shall not be less than 50 CBM per month of Blue granite blocks during the entire duration of the project. However the minimum production during the 1st year period shall be pro-rated only for 6 months since Corporation allows gestation period of three (6) months. No minimum production shall be insisted during the gestation period. However in the event the Contractor produces blocks during the gestation period and desires to dispatch the same, he shall pay consideration for the actual quantity proposed to be dispatched at the finalized consideration rates.

12. Rates

- a. The bidder shall quote rates in multiples of the prevailing existing Seigniorage fee, which shall be used to determine the consideration amount payable to the Corporation.
- b. The rates, not less **1.0** times of the prevailing existing Seigniorage fee payable to the State Government for each cubic meter for the different sizes of granite blocks, as fixed by the Government shall be quoted in terms of seigniorage fee multiples on per CBM basis as per ADMG measurements, on Ex-Quarry basis. The rates quoted shall be exclusive of statutory levies like seigniorage fee, DMF, MERIT, cess, and Applicable Tax etc. The rate quoted shall be applicable to all the different sizes of granite blocks produced.
- c. The rates payable shall be understood in terms of prevailing seigniorage fee multiples. Any increase in seigniorage fee payable to State Government would result in proportionate increase in the payable rates also.
- d. Tender (s) will be evaluated on the basis of rates quoted for blocks, as per the evaluation criteria outlined in clause 14.
- e. In the event that the contract is not awarded to the H1 bidder as a result of unforeseen circumstances, H2 bidder will be given a chance to match the H1 rate and execute the contract and so on.

- f. In the event of imposition of additional and or fresh levies, duties, taxes, cesses etc. by the State/Central Government, the same shall be borne by the successful bidder (s) /Contractor (s).
- g. The rates agreed and incorporated in the Contract (s) after finalization shall be valid for the 5 years period of the Contract and the same rate shall be applied on the different seigniorage fee payable to the state government for the different sizes of granite blocks produced.

13. Consideration

- a. The successful bidder (s)/contractor (s) shall pay to the Corporation every month for the quantity of blocks produced and dispatched at the rates agreed or minimum monthly assured consideration whichever is higher.
- b. The rate quoted will be applied on the seigniorage fee payable to the state government per CBM for the different sizes of granite blocks produced to determine the consideration payable to the Corporation.
- c. Minimum consideration payable shall be calculated as follows:

Minimum Consideration =

$$P \times M \times ((0.65 \times S_c) + (0.25 \times S_g) + (0.10 \times S_{sg}))$$

Where,

- P=Minimum assured production (refer clause 10)
- M: Rates quoted in terms of seigniorage fee Multiples (x.x) for blue granite blocks
- S_c: Seigniorage fee payable to state Government for cutter size blue granite blocks
- S_g: Seigniorage fee payable to state Government for gang saw size blue granite blocks
- S_{sg}: Seigniorage fee payable to state Government for super gang saw size blue granite blocks

- d. The consideration fee payable to the corporation shall be calculated as follows:

Consideration =

$$M \times ((P_c \times S_c) + (P_g \times S_g) + (P_{sg} \times S_{sg}) + (P_L \times S_L))$$

Where,

- P_c = Production of cutter size granite blocks in CBM
- P_g = Production of gangsaw size granite blocks in CBM

- P_{sg} = Production of super gangsaw size granite blocks in CBM
- P_L = Production of size lower than cutter size granite blocks in CBM
- M: Rates quoted in terms of seigniorage fee Multiples (x.x) for blue galaxy granite blocks
- S_c : Seigniorage fee payable to state Government for cutter size blue granite blocks
- S_g : Seigniorage fee payable to state Government for gang saw size blue granite blocks
- S_{sg} : Seigniorage fee payable to state Government for super gang saw size blue granite blocks
- S_L : Seigniorage fee payable to state Government for size lower than cutter size granite blocks

14. Bid Evaluation

- a. The commercial bids of only the technically qualified/ eligible bidders shall be opened on the commercial bid opening date.
- b. The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.
- c. The bidder quoting the highest rate (multiple of the prevailing seigniorage fee payable to the state government per CBM of the different sizes of granite blocks) shall be adjudged the successful bidder.
- d. In case of tie, the bidder with higher turnover for the last 3 financial years shall be adjudged the successful bidder.

15. Pre Bid Conference

- a. Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place as indicated in the Schedule. Only the interested bidders and have paid the tender document fee shall be allowed to participate in the Pre-Bid Conferences. The bidders shall carry with them a copy of the DD as proof of payment of the tender fee. A maximum of three representatives of each Bidder shall be allowed to participate on production of Corporation letter from the Bidder.
- b. 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.

- c. 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 schedule, post which no such requests shall be entertained by the Corporation and the bids submitted shall be considered as binding on the Bidders.
 - d. 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.
 - e. The Corporation shall upload the responses/ clarifications for queries on the website of APMDC. The source of the query will not be mentioned.
 - f. The Corporation may also on its own, if deemed necessary, upload on the 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.
 - g. The Corporation reserves the right to reschedule or cancel the pre-bid conference due to unforeseen circumstances with prior intimation to the Bidders.
16. The terms and conditions of Model Agreement in Section-E shall form part and parcel of this tender.

SECTION-B

INFORMATION TO BIDDERS

1. Preparation of Bid:

- a. The Technical Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- b. The Technical Bid submissions shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. The Technical Bid submissions written in pencil will not be valid. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Technical Bid submissions shall be initialed by the person(s) signing the Bid submissions. The Bid submissions shall also contain page numbers.
- c. The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.
- d. Erasing and overwriting shall be avoided in the Technical Bid submissions. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.
- e. The Technical Bid submissions shall be duly signed by an authorized person/an Officer of the bidder's organization with the firm's seal. Bidder shall clearly indicate their legal constitution and the person signing the Bid submissions shall state his capacity and also the source of his ability to bind the bidder. The power of attorney shall be uploaded along with the accompanying documents. APMDC may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of APMDC in this connection is final and binding on the bidder.

2. Cost of submission of bid:

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

3. Submission of bids:

The bidder shall follow the procedure and timeline for bid submission as per clause 8 and 9 of Section A.

4. Late bids

- a. Tenders received after due date and time of closing will be out rightly rejected. Corporation will not be responsible for the loss of tender or for transit delays. Bidders are advised in their own interest to ensure that their bids are submitted and documents are uploaded in the APTS

portal and also that the hard copies reach this Office well before the closing date and time of the tender.

- b. The Corporation at its discretion may extend the deadline for submission of bids by issuing an amendment on the website of APMDC and APTS in which case all rights and obligations of the Corporation and Bidders previously subject to the original dead line shall thereafter be subject to new deadline as extended.

5. Amendment of RFP documents

At any time prior to the deadline or such extended period for submission of Bids the Corporation may, for any reason what-so-ever, modify the RFP Documents by an amendment. The amendment shall be uploaded on the website of APMDC and APTS. There shall be no newspaper notification in this regard.

6. Withdrawal of bids:

No Bid shall be withdrawn in the interval between submission of Bids and expiry period of validity as per the letter of offer at Annexure 3. Withdrawal of Bid during the interval shall result in forfeiture of EMD.

7. Vague and indefinite expression

Tenders qualified by vague and indefinite expression such as 'Subject to Immediate Acceptance' etc. will not be considered.

8. Period of validity of bids

- a. The tender shall be kept valid up to 180 days from the date of opening of the tender and shall not be withdrawn on or after submission of the tenders till expiry of the validity period or any extension thereof.
- b. The bidder will undertake not to vary/modify the tender during the validity period or any extension thereof.
- c. Any violation of 8 (a) and 8 (b) above may entail invoking clause 14 below.

9. Opening of the tenders:

- a. The Corporation shall evaluate the bids on the date and time specified at clause 9 of Section-A of these bid documents in presence of the Bidder/authorized representative of the Bidder who may like to be present. Only bidder or authorized representative of the Bidder will be allowed at the time of opening the bids.

- b. In case of unscheduled holiday on the closing / opening day of the tender the next working day will be treated as scheduled day of closing / opening of the tender, the time notified remaining the same.
- c. The corporation shall initially evaluate only the technical bids as per the timeline mentioned in the RFP and the commercial bid of only the selected/ eligible bidders shall be opened as per the timeline mentioned in RFP.

10. Right to Negotiate

The Corporation reserves the right to reject any or all tenders without assigning any reason what-so-ever and to negotiate with eligible bidders regarding price, terms and conditions and the methodology of negotiations as decided by the Corporation as appropriate will be final and binding on such bidders. The decision of the Corporation shall be final.

11. Unsolicited Modification (s) to the Tender

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

12. APMDCs right to accept/reject bids:

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

13. Acceptance of offers:

- a. Acceptance by the Corporation will be communicated by Fax/Registered letter / Courier. The notification of the award will constitute the formation of the contract.
- b. The successful bidder(s) shall sign a contract(s) with the Corporation within 10 days from the date of acceptance of his tender by paying the balance performance Security Deposit, PSD (balance after adjusting Bid Security against PSD) as per clause 15.

14. Earnest Money Deposit (EMD):

The tenderers are required to pay EMD amount of Rs.3 Lakhs in respect of Tender No: APMDC/GEO/BL-G/RCSC/ADK due on 30.07.2018 through online payment in the E-

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procurement portal of Government of Andhra Pradesh.

- a. Cheques or Bank guarantees in lieu of DD and also requests for adjustment against credit balances with the Corporation, if any, towards Bid Security shall not be accepted. Exemption from payment of Bid Security shall not be considered under any category. The Bid Security amount shall not bear any interest.
- b. The offers without Bid Security will be rejected. The Bid Security shall be paid through online payment in the E-procurement portal and the proof of payment shall be uploaded on E-Procurement portal along with the technical bid and submitted at the office of APMDC.
- c. The Bid Security of the unsuccessful bidders will be returned immediately upon finalization of the Tender through Online “EMD Refund option” in the E-Procurement portal. In case of the successful bidder(s) the same shall be converted as Performance Security Deposit (PSD).
- d. APMDC shall not be liable to pay any interest on the Bid Security so made and the same shall be interest free.
- e. The EMD shall be forfeited by the Corporation in the following events.
 - i. If the tender is withdrawn during the validity period of the bid and any extension.
 - ii. If the tender is varied or modified during the validity period and any extension.
 - iii. If a bidder whose tender has been accepted but failing to sign the contract and submit performance security deposit as per clause-15.
 - iv. If a bidder submits unsolicited revised offer after opening of the bid(s).

15. Performance Security Deposit (PSD):

- a. The successful bidder (s) shall pay performance security deposit (PSD) Rs. **15 lakhs**.
- b. The EMD amount of the successful bidder will be adjusted against the Performance Security Deposit. The balance Performance Security Deposit amount shall be paid by the successful bidder(s) in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) on any reputed scheduled commercial bank to the Corporation as per the proforma in Section-D at the time of signing the contract. The PBG to be furnished by the successful bidder (s) to the Corporation as above should be valid for a period of 60 months from the date of the contract with a claim period of 180 days from the date of expiry of the contract. The performance Security Deposit including Performance Bank guarantee shall not bear any interest. Any bank charges or commission on account of furnishing the performance bank guarantee shall be borne by the successful bidder only. Failure to comply with the requirements under this clause by the successful bidder shall lead to annulment of the contract and forfeiture of EMD submitted by the successful bidder. The Performance Security Deposit amount including Performance Bank Guarantee as above will be returned to the successful bidder by the Corporation within 7 months from the date of expiry of the contract, on production of “No dues certificate” issued by the authorized

representative of the Corporation and an unconditional "No claim certificate" by the successful tenderer/contractor.

- ii. The Corporation reserves the right to forfeit PSD or adjust the amounts recoverable as against Performance Security Deposit (including invocation of Performance Bank Guarantee) in accordance with Failure and Termination clause of Section-E (Model Agreement). The decision of the Corporation is final and binding on the bidder/ Contractor.
- iii. The Corporation also reserves the right to adjust any sum of money due and payable by the contractor to the Corporation against Performance Security Deposit in case the Corporation is unable to recover the due amounts from the contractor.

16. Payment of advance dead rent;

In addition to performance security deposit, the successful bidder required to pay Dead Rent for the 1st year period of the contract at actuals by a crossed DD/RTGS/NEFT in favour of the A.P. Mineral Development Corporation, at the time of signing the contract.

<u>Name of the Mine</u>	<u>Dead rent per annum (Rs)</u>
Addukonda blue granite quarry	4,00,000-

For the subsequent years, the contractor shall pay the Dead Rent as decided by the Government of Andhra Pradesh on or before 28th February of every year.

17. Transfer of tender document

The tender documents are non-transferable.

18. Correspondence:

All correspondence should bear reference of the tender number, the postal address and Fax address mentioned at page-1 (top).

19. Clarification in respect of incomplete offers:

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

20. Income Tax liability

The Bidder shall have to bear all Income Tax liability both for Corporate and Personal Tax.

21. Insurance

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

22. Tender Fee

Bids without payment of tender fee shall not be considered.

23. Refund of EMD

In the event tender is cancelled, the EMD will be refunded to the concerned bidder.

24. Terms and Conditions:

The contract against this tender will be covered by Section-A to E and Annexures 1 to 5.

- 25.** The Bidders may visit to the Quarry on any working day by contacting the General Manager, Mining at site office Vishakapatnam (Name: K.V. Ramana, Ph No. 9246434500)

SECTION-C
TENDER NO. APMDC/GEO/BL-G/RCSC/ADK due on 30.07.2018

DETAILS OF MINE IN ADDUKONDA (V), SRIKAKULAM DISTRICT (AP)

Sl. No	Mandal	District	Sy. No	Extent(in hect)
1	Tekkali	Srikakulam	1	4.00

Note:

1. The above quarry can be inspected by contacting our General Manager, Mining at site office Vishakapatnam (Name: K.V. Ramana, Ph No. 9246434500)
2. The application for EC (Environment Clearance) has already been submitted and the successful bidder shall be responsible for undertaking all steps to obtain the EC. The successful bidder shall also be responsible for obtaining the CFE (Consent for Establishment) and the CFO (Consent for Operations). The Mining plan has already been approved.
3. Gestation period of 6 months is provided for the successful bidder to obtain all the required clearances and move the man and machinery for the commencement of mining operations.

SECTION-D

PROFORMA PERFORMANCE BANK GUARANTEE

To
294/ 1D, Tadigadapa to Enikepadu 100 ft. Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
Andhra Pradesh.

Dear Sirs,

1. In consideration of M/s Andhra Pradesh Mineral Development Corporation Limited, having its Corporate office at D.No. 294/1 D, 3rd Floor, 100 feet Tadigadapa to Enikepadu road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, INDIA (hereinafter referred to as the 'Corporation') which expression shall unless repugnant to the context or meaning thereof, including all its successors, and Administrators, Executors and Assigns and having entered into a contract dt.....(hereinafter called the 'Contractor'), which expression shall include all the amendments thereto with M/s.....

..... (hereinafter referred to as 'Buyer' which expression unless repugnant to the context or meaning thereof, shall include all the Successors, Administrators, Executors and Assigns), for working of Blue Granite quarry lease over an extent of 4.00 Hectares in Addukonda (V), Tekkali (M), Srikakulam Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years and the Corporation having agreed that the Contractor shall furnish to the Corporation an irrevocable and unconditional Performance Bank Guarantee for the faithful performance of the entire contract to the extent of Rs.15,00,000 lakhs (Fifteen lakhs only).

2. We------(name of the Bank with address)-----
----- (hereinafter referred to as 'BANK' which expression shall unless repugnant to the context or meaning thereof, include all its successors, Administrators, Executors and Assigns) do hereby Guarantee and undertake to pay immediately on first demand in writing Rs----- (Rupees-----
-----only) in aggregate at any time without any demur, reservation, recourse, contest, or protest, and/or without any reference to the Contractor. Any such demand made by Corporation on the Bank in respect of this Performance Bank Guarantee shall be conclusive and binding notwithstanding any differences between the Corporation and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that Guarantee herein contained shall be unconditional and irrevocable and shall continue to be enforceable till it is discharged by the Corporation in writing.
2. The Corporation shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract. The Corporation shall have fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce, or forbear to enforce, any covenants contained or implied in the contract between the Corporation and the Contractor or any other course or remedy or Security available to the Corporation. The Bank shall not be relieved of its obligations under these presents by exercise by the Corporation of its liberty with reference to matters aforesaid or any of them or by any reason of any other Act or forbearance or any other Acts of omissions or commissions on the part of the Corporation or any other indulgence shown by the Corporation or any other matter or thing whatsoever, which under Law would, but for this provision have the effect of relieving the Bank.
3. The Bank also agrees that the Corporation at its option shall be entitled to enforce this Guarantee against the Bank as a Principle Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee that the Corporation may have in relation to the Contractor's liabilities.
4. The Bank further, agrees that the Guarantee herein contained shall remain in full force during

the period of the contract and 6 months thereafter.

5. We further agree that as between us and Corporation for the purpose of this Guarantee, any notice given to us by the Corporation that the money is payable by the Contractor and any amount claimed in such notice by the Corporation shall be conclusive and binding on us notwithstanding any difference between the Corporation and the Contractor, or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution or in the constitution of the Corporation or in that of the Buyer. We also undertake not to revoke this Guarantee during its currency. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.
6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs------(Rupees-----only) in aggregate and it shall remain in full force up to and including 180 days----- unless extended further, from time to time for such period as may be instructed in writing by M/s Andhra Pradesh Mineral Development Corporation Limited on whose behalf this guarantee has been given in which case it shall remain in full force up to and including 180 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 180 days from-----or before the expiry of the 180 days after the expiry of extended period if any. If no such claim has been received by us within the 180 days after the said date/extended date, the right of the Corporation under the Guarantee will cease. However, if such a claim has been received by us within and upto 180 days after the said date/extended date, all the rights of the Corporation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank also agrees that courts of Vijayawada shall have exclusive jurisdiction. Dated this-----day of-----2018.

(Signature)

Witness:

1.

2.

SECTION-E

MODEL AGREEMENT

This agreement entered into on this-----day of-----2018 between the Andhra Pradesh Mineral Development Corporation Limited, a Company incorporated under Companies Act 1956 and having its Corporate Office at D.No. 294/1 D, 3rd Floor, 100 feet, Tadigadapa to Enikepadu road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, INDIA referred to as the "Corporation" or "APMDC" which expression shall unless repugnant to the subject or context mean and include its successors, assigns and representatives etc., on one part,

AND

M/s -----represented by Sri-----S/o-----aged about -
----- years (hereinafter referred to as the Contractor) which expression shall include its successors in interest, legal representatives etc. on other part.

Whereas the Corporation under its tender No-----due on-----invited tenders for working of Blue Granite quarrying lease over an extent of -----hectares in Sy. No. -----of -
------(Village)------(Mandal)------(Dist) of Andhra Pradesh on Raising-Cum-Sale contract (RCSC) basis.

Whereas the Contractor submitted his offer dt-----under the above referred tender. The Corporation held negotiations on-----in pursuance of their offer dt-----.
Accordingly the contractor submitted revised offer dt-----The Corporation accepted the same vide its letter No.-----dt.-----

NOW IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN PARTIES HERE TO AS FOLLOWS:

1. SCOPE OF THE WORK:

- i.
 - a. The successful bidder shall obtain all the required statutory clearances i.e. EC, CFE & CFO etc., that have not yet been obtained.
 - b. The Contractor shall produce Blue Granite blocks of marketable quality from the quarry in Survey No. (as per the lease deed) of------(V) & (M) in-----
-----District of Andhra Pradesh. The Contractor shall purchase and lift the Blue granite produced for consideration as provided in clause 4.

ii. **MINIMUM PRODUCTION**

a. The Contractor is entitled for a gestation period of six months from the date of this contract. No minimum production shall be insisted during the gestation period. However in the event the Contractor produces blue granite blocks during the gestation period and desires to dispatch the same, he shall pay consideration for the actual quantity proposed to be dispatched at the rates at clause 4 specified. Whether all the blocks so produced are dispatched or not, they shall not be taken into account for calculation of minimum production.

b. The Contractor shall produce a minimum quantity as below

Period of Contract	Quantity in CBM
1 st Year (excluding gestation period)	300
2 nd Year	600
3 rd year	600
4 th Year	600
5 th Year	600

- iii. Consideration fee, is payable on the quantity (CBM) of Blue Granite that are dispatched from the lease premises.
- iv. The Contractor shall conduct quarry operations on scientific lines aiming for higher percentage of recovery and dump the waste rock at proper place(s) outside the mineral bearing area as specified by any authorized official of the Corporation from time to time. If the dumping space is patta land, the Contractor shall acquire the same at his own cost. Non-availability of dumping space and delays in securing dumping space shall not be a cause for non-payment of minimum monthly assured consideration as per clause 4.a.below. All the manpower and machinery required to execute the works shall be arranged by the Contractor at his cost. The Contractor shall sort out any problems caused by the local people or villagers by himself for execution of the work under this contract.
- v. All the supervisory staff statutorily required shall be appointed by the Contractor at his cost and keep the Corporation informed of such appointments and also termination of such appointments.
- vi. The Contractor shall specify the number of skilled and un-skilled workers employed and also machinery and equipment deployed, from time to time.

3. PERIOD OF THE CONTRACT:

The contract shall be in force for a period of five (5) years from the date of signing of contract.

4. CONSIDERATION:

- a. The contractor (s) shall pay to the Corporation every month for the quantity of blocks produced and dispatched at the rates agreed or minimum monthly assured consideration whichever is higher.
- b. The rate quoted will be applied on the seigniorage fee payable to the state government per CBM for the different sizes of granite blocks produced to determine the consideration payable to the Corporation.
- c. Minimum consideration payable shall be calculated as follows:

Minimum Consideration =

$$P \times M \times ((0.65 \times S_c) + (0.25 \times S_g) + (0.10 \times S_{sg}))$$

Where,

- P=Minimum assured production (refer clause 10)
- M: Rates quoted in terms of seigniorage fee Multiples (x.x) for blue granite blocks
- S_c: Seigniorage fee payable to state Government for cutter size blue granite blocks
- S_g: Seigniorage fee payable to state Government for gang saw size blue granite blocks
- S_{sg}: Seigniorage fee payable to state Government for super gang saw size blue granite blocks

- d. The consideration fee payable to the corporation shall be calculated as follows:

Consideration =

$$M \times ((P_c \times S_c) + (P_g \times S_g) + (P_{sg} \times S_{sg}) + (P_L \times S_L))$$

Where,

- P_c = Production of cutter size granite blocks in CBM
- P_g = Production of gangsaw size granite blocks in CBM
- P_{sg} = Production of super gangsaw size granite blocks in CBM
- P_L = Production of size lower than cutter granite blocks in CBM
- M: Rates quoted in terms of seigniorage fee Multiples (x.x) for blue granite blocks
- S_c: Seigniorage fee payable to state Government for cutter size blue granite blocks
- S_g: Seigniorage fee payable to state Government for gang saw size blue granite

blocks

- S_{sg}: Seigniorage fee payable to state Government for super gang saw size blue granite blocks
- S_L: Seigniorage fee payable to state Government for size lower than cutter blue granite blocks

5. MODE OF PAYMENT OF CONSIDERATION

The Contractor shall make payment of the minimum assured consideration amount per month as above as at Clause 4 on or before 7th of every month by a crossed DD/RTGS/NEFT or before lifting of the blocks whichever is earlier. Further the Contractor shall pay in advance for the quantity proposed to lift over and above the minimum monthly consideration amount at the rates as indicated in clause 4 above.

6. STATUTORY PAYMENTS:

- All the statutory payments like Dead-rent and seigniorage fee whichever is high, cess and also other taxes like, Cess NALA, surface rent, cess, DMF, MERIT etc., and any other taxes/levies that may be levied from time to time shall be paid by the Contractor to the Corporation as per the payment schedule fixed by the Government. The Contractor requires to pay an amount of Rs 4,00,000/-towards Advance Dead Rent for the first year period of the contract at the time of signing the contract.

The contractor accordingly remitted the same vide DD No.-----Dt.-----on ----- Bank, Vijayawada.

- The Corporation shall arrange permits from the concerned authorities on receipt of consideration amount as well as other statutory levies from the Contractor. The statutory levies like seigniorage fee cess, DMF, MERIT etc is payable on gross dimensions.
- All the other documents and arrangements for transportation inclusive of loading at quarry shall be arranged by the Contractor at his cost.

7. FAILURE TO PAY CONSIDERATION AMOUNTS

- In the event of failure of the Contractor to pay consideration amount(s) as per the contract,
 - The Corporation shall be at liberty to suspend further operations at its quarry as measure of penalty by serving 7 days' notice till considerations received without prejudice to its right under clause 14.i. Such suspension of the work by the Corporation does not absolve the Contractor of his contractual obligation to pay minimum consideration for the period(s) of suspension and subsequent month on the

plea that production could not be raised due to suspension of the work by the Corporation.

- b. The Corporation also reserves the right to restrain the Contractor to remove the machinery and equipment till realization of the dues payable to the Corporation.
- c. In case the minimum monthly assured consideration amount is not paid by the contractor for 2 months, the Corporation shall have the right to terminate the contract under clause 14.i. forfeiting performance security deposit, by giving one month notice.
- ii. However, this clause will not apply if failure had resulted from stopping of quarry operation due to Force Majeure or Government intervention.

8. PERFORMANCE SECURITY DEPOSIT: (PSD)

- i.
 - a. The Contractor is required to pay Performance Security Deposit amounting to Rs.15,00,000 (Rupees Fifteen lakhs only) in favour of the The A P Mineral Development Corporation. The EMD amount of Rs 3,00,000/- (Rupees Three Lakhs only) paid by the Contractor along with his tender offer by DD/RTGS/NEFT No.----- dt.----- on -----bank is adjusted against Performance Security Deposit. The balance performance security deposit amount of Rs-----is paid by the contractor in the form of an unconditional and irrevocable performance Bank Guarantee No-----dt----- issued by-----Bank.
 - b. The Performance Security Deposit amount does not carry any interest and will be refunded within a period of 7 months from the date of expiry of the contract on production of an unconditional “no claim certificate against the Corporation” by the Contractor and “no dues certificate from the authorized representative of the Corporation.
 - c. The Corporation reserves the right to adjust the amounts due from the Contractor against Performance Security Deposit.
- ii. The Corporation reserves the right to forfeit the entire Performance Security Deposit in the event of non-performance of the contract. The decision of the Corporation shall be final and binding on the contractor.

9. LIFTING OF BLOCKS AT EXPIRATION OR SOONER DETERMINATION OF CONTRACT:

- i. At the expiration or sooner determination of the contract, the Contractor shall lift the blocks within three months from such expiration or sooner determination. In the event of the Contractor failing to lift the block within the said period, the block that were not lifted shall be the sole property of the Corporation and the Corporation shall have the right to sell them at any price to any buyer.

- ii. At the expiration or sooner determination of the contract and in the event the contractor is in dues to the Corporation, the Corporation shall have the right to sell the available stocks at any price to any buyer immediately after such expiration or sooner determination of the contract without any further notice and adjust the amount realized by the Corporation against such dues from the Contractor.

10. DELIVERY OF QUARRY WORKING IN GOOD ORDER TO THE CORPORATION

The Contractor shall at the expiration or sooner determination of the contract deliver to the Corporation all pits in good order and fit in all respect for further working of the said quarry and the said mineral. In case of Non-compliance of this condition, the corporation reserves the right to forfeit the Performance Security Deposit.

11. GST

The tax shall be collected as per the GST Act

12. LOSSES ON ACCOUNT OF THEFT OF BLOCKS

The Contractor shall be responsible for any damages or losses on account of theft of the blocks produced by him and shall reimburse such losses to the Corporation.

13. SUBLETTING OR ASSIGNMENT

The Contractor shall not sub-let or assign the contract in whole or part without previous consent of the Corporation in writing.

14. Indemnification against losses

- i. If the Contractor commits any default in any of the terms of the agreement, the Contractor agrees to indemnify the Corporation fully for such defaults or breach of the contract.
- ii. The Corporation reserves the right to set off the losses incurred by the Corporation due to failure on the part of the Contractor on any account against the Performance Security Deposit and or against any amounts available with the Corporation.
- iii. The Contractor shall be liable to bear any losses and damages suffered by the Corporation from what-so-ever quarter due to delays in releasing of payments and removal of cargoes within the stipulated periods.

15. FAILURE AND TERMINATION:

- i. The Corporation reserves the right to terminate the contract at any time forfeiting the Performance Security Deposit due to unsatisfactory performance of the contract like failure to make payments as stipulated under clause 6 of this Contract, failure to achieve the targets, unscientific quarrying and intentionally spoiling the material not lifted by the Contractor and

failure to comply with the instruction of the Corporation in the quarry operation etc.

ii. If the Corporation authorities are required to terminate the contract on account of any violation of terms and conditions/default or breach of contract, the Corporation shall terminate the contract by giving one month notice and the Contractor shall be liable for all losses/damages caused due to such termination, including forfeiture of PSD.

iii. In the event of termination of the contract by the Corporation, the Corporation is not liable for any consequential losses/damages caused to the Contractor.

16. INDEMNITY AGAINST ACCIDENTS:

The Contractor is responsible for any type of accident whether major/minor in nature occurring during performance of the contract/work. He shall be responsible for payment of compensation as per workmen's compensation Act and shall keep the Corporation fully indemnified in this regard.

17. COMPLIANCE WITH STATUTES:

- i. The Contractor shall comply with all the relevant laws applicable in respect of this contract and shall be solely responsible for such compliance.
- ii. The contractor shall comply with all relevant provisions of the Mines Act, 1952, Mines and Minerals (Regulation) and (Development) Act, 1957, Maternity Benefit Act 1961, payment of wages (Mines) Act, 1936, Minimum Wages Act, 1948, payment of Bonus Act, 1965, payment of Gratuity Act 1972, Workmen's Compensation Act, 1923 contract labour (Regulation and Abolition) Act, 1970 Employees Provident Fund Act, 1952, Employment Exchange (compulsory notification of vacancies) Act, 1959, Industrial Disputes Act, 1947, Rules and Regulations framed under the above mentioned Act and any amendments that might be formulated from time to time.
- iii. The Contractor shall rectify violations, if any, pointed out by Director of Mines Safety (DMS) within the stipulated time at his risk and cost. In case the violations are not rectified by the Contractor within the stipulated time, the Corporation shall rectify such violations and recover the cost incurred by it from the Contractor.

18. REGISTRATION UNDER CONTRACT LABOUR (REGULATION & ABOLITION) ACT: 1970

- i. The Contractor shall get themselves registered under the contract labour (Regulations & Abolition) Act as and when applicable within a period of 30 days from the date of commencement of work and shall comply with the Act and Rules made thereunder.
- ii. Further the Contractor at his cost shall arrange appropriate quality shelter, water and Medical

facilities for the workmen engaged by him.

19. POLICY OF GOVT/CLOSURE OF MINE:

The performance of this contract is subject to policy of the Government (State/Central) from time to time. The Contractor shall abide by such policy of the Government from time to time. In the event of non-performance of the contract or termination of the contract due to Government policy/orders at any time or court orders or closure of the mine by the Corporation, the Contractor shall not be entitled for any claims/ damages/ losses / compensation whatsoever.

20. FORCE MAJEURE

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 contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such causes actually lasts.

The term "FORCE MAJEURE" shall mean acts of God, War, Civil riots/movements, fire directly affecting contract, flood, earthquakes, hurricane, lock- outs, strike, civil war, compliance with any Statute or regulation of the Government.

Upon the occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing the beginning of the causes amounting to Force Majeure as also the ending of the said causes by giving notice to the other party within a week of the ending of the cause respectively.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

21. RESOLUTION OF DISPUTES

It is hereby agreed that all questions, disputes, differences arising under, out of or relating to this contract shall be subject to the exclusive jurisdiction of the Civil Courts within the local limits of Vijaywada (AP)

In witness whereof Sri -----and Sri-----having set their hands on the day and year as mentioned above.

For M/S _____

For THE ANDHRA PRADESH
MINERAL DEVELOPMENT
CORPORATION

(Tenderer)

Ch. Venkaiah Chowdary
Vice Chairman & Managing
Director, APMDC

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.

ANNEXURE - 1

PROFORMA FOR BIDDERS TO ACKNOWLEDGE THE BID DOCUMENT

Date:

To
The Vice Chairman & Managing Director,
A P Mineral Development Corporation Ltd,
D.No. 294/1, 100 feet Tadigadapa to Enikepadu Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
INDIA

Dear Sir,

We hereby acknowledge receipt of complete set of bid documents pertaining to the Tender No: APMDC/GEO/BL-G/RCSC/ADK due on 30.07.2018.

We have noted the closing date for receipt of tender by you is 30.07.2018 at 14:00 hours (IST) and opening at 15:00 hours (IST) on the same day.

Our address for further correspondence on this tender will be as under.

Yours faithfully,

(Signature of the Bidder)

Telephone No.

Fax No.

Personal attention of (if required)

ANNEXURE-2

GENERAL INFORMATION ABOUT THE TENDERERS

1.	Name and full postal address of the party with telephone/fax Nos		
2.	Constitution of the Company private/ public limited company / partnership/ proprietorship with names of proprietor, Directors		
3.	Authorized and paid up capital of the company as on 31.03.2018		
4.	Net Worth of firm /company(Min. 10 lakhs)		
5.	Total turnover and net profit during the last 3 years (Minimum Avg Rs. 30 lakhs)	Turnover (Rs. Lakhs)	Net Profit (Rs. Lakhs)
	2015-2016		
	2016-2017		
	2017-2018		
6.	The name and designation of the person who could be contacted for any details/Clarifications		
7.	Bankers reference if any Name and address of the Banker and Telephone number.		
8.	If Exporter i. RBI Code No. ii. Export /Import Code No.		
9.	If Recognized Export/Trading House i. Certificate No and date ii. Validity period		
10.	Whether Income Tax assessee, if so Permanent Account No and IT clearance Certificate to be enclosed		
11.	Business activities i. Manufacturing ii. Mining/Quarrying iii. Trading iv. Export		

12.	Details of the previous experience in Quarrying	
	i. Please specify the number of years of experience whether in own quarries or contract basis	
	ii. Quantity produced	Quantity (CBM)
	2015-2016	
	2016-2017	
	2017-2018	
	ii. Quantity raised and sold	Quantity (CBM)
	2015-2016	
	2016-2017	
	2017-2018	
	iv. Details of quarries/quarry leases owned by the tenderer or operated by the tenderer on behalf of others for granite	
	v. Details of technical persons available under your control for opening the mines	
13.	Details of mining machinery owned (Excavators, Crane, Compressor etc)	

We do hereby declare that the particulars furnished above are correct and further we are willing to furnish any other detail as may be required by APMDC. We also declare that we will abide by the terms and conditions of the tender.

Signature with office seal

**Name and designation
of the authorized signatory**

ANNEXURE-3

APMDC/GEO/BL-G/RCSC/ADK Due on : 30.07.2018

From

Dt.

To
The Vice Chairman & Managing Director,
A P Mineral Development Corporation Ltd,
D.No. 294/1, 100 feet Tadigadapa to Enikepadu Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
INDIA

Dear Sir,

I/We hereby submit our offer for working of Addukonda Blue Granite Quarries on RCSC basis as detailed in the tender schedule hereto and agree to hold this offer valid for a period of 180 days from the date of opening of tender for acceptance by the corporation.

I/We have carefully followed the tender documents and understood the instructions and terms and conditions contained in all the Annexures and I/We have made such investigation of the work required to be taken up as to enable me/us to thoroughly understand the intention of the same and requirements/covenants, installations and restrictions contained in the tender.

The following pages have been added to and form part of this tender
_____.

Yours faithfully,

(Signature of the Bidder with seal)

Witness

ANNEXURE-4

(Not to be submitted along with hard copy submission)

FORM TO QUOTE FOR WORKING BLUE GRANITE MINING LEASE OVER AN EXTENT OF 4.00 HECTARES IN Sy No 1/P IN ADDUKONDA (V), TEKKALI (M), SRIKAKULAM DIST. A.P. ON RAISING-CUM-SALE CONTRACT BASIS UNDER TENDER NO. APMDC/GEO/BL-G/RCSC/ADK, DUE ON 30.07.2018.

1. Name of the tenderer with full Address, fax and Telephone Number :
2. Rates in Seigniorage fee multiples per Cubic metre (CBM) of Blue Granite as per tender terms and conditions exclusive of statutory levies, like Seigniorage fee, DMF, MERIT, Cess and all tax etc.

	Material	Prevailing existing Seigniorage fee Rs/CBM	Quotation in terms of Prevailing seigniorage fee multiple per cubic metre (CBM) of Blue Granite (not less than 1.0)
A.	Blue Granite	XXXXX	-----XXXX-----

(SIGNATURE OF THE BIDDER WITH SEAL)

DATE:

Ph No.

ANNEXURE-5

No.

The Vice Chairman & Managing Director,
A P Mineral Development Corporation Ltd,
D.No. 294/1, 100 feet Tadigadapa to Enikepadu Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
INDIA

Sub: Tender No. APMDC/GEO/BL-G/RCSC/ADK, due on 30.07.2018

Sir,

Shri. has been authorized to be present at the time of opening of the above tender due at 15.00 Hrs (IST) on xx.xx.2018 at the Registered Office of the Corporation on my/our behalf.

Yours faithfully,

(Signature of the Tenderer with seal)

Copy to: Shri..... for information and production before the tender opening officers at the time of opening of the tenders.