



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: gm-hrd@apmdc.ap.gov.in
Website: www.apmdc.ap.gov.in

E-TENDER FOR

Providing Security Services on Contract basis for the Corporate Office of APMDC Ltd., situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal , Vijayawada - 521137, Andhra Pradesh for a period of 3 years.

The Andhra Pradesh Mineral Development Corporation Limited
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: gm-hrd@apmdc.ap.gov.in; www.apmdc.ap.gov.in

NOTICE INVITING TENDER (NIT) No: APMDC/HO/HRD/SS/2017-18/02, Due on 16.10.2017

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 Contractors for Providing Security Services on Contract basis for the Corporate Office of APMDC Ltd., situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh for a period of 3 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 1,00,000 (One 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 10.10.2017 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) 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 account No. 053411100003509 and IFSC Code ANDB0001193 for your remittance. Last date for submission of Technical Bid online is 06-09-2017 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 GM (HR), APMDC (Ph: 98667 78888).

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

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SECTION-A

GENERAL TERMS AND CONDITIONS

1. APMDC Limited is a Public Sector Company of State Govt. of Andhra Pradesh, primarily engaged in the business of exploration, exploitation, beneficiation and development of mineral based industries and mining infrastructure in the state.
2. APMDC Limited, Vijayawada hereinafter referred as the "Corporation" intends to enter into a contract for Providing Security services on Contract basis for the Corporate Office of APMDC Ltd., situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh for a period of 3 years.

3. Interested Bidders may obtain further information from the office of APMDC Limited at the following address:

THE ANDHRA PRADESH MINERAL DEVELOPEMENT CORPORATION LIMITED

294/ 1D, Tadigadapa to Enikepadu 100 ft. Road,

Kanuru Village, Penamaluru Mandal,

Vijayawada - 521137, Andhra Pradesh

Tel: +91 866 2429999, Fax: +91 866 2429977

Website: www.apmdc.ap.gov.in

Email: gm-hrd@apmdc.ap.gov.in

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

The tenderers are required to pay EMD amount Rs.1,00,000/- (Rupees One lakhs only) via Online payment on the E-Procurement portal in respect of Tender No: APMDC/HO/HRD/SS/2017-18/02 due on 16.10.2017. Physical DDs for EMD are not acceptable and would disqualify the Bidder from the Tender.

5. **Inspection of Site by interested tenderers.**

- a. Tenderers shall inspect the Corporate Office of APMDC Ltd., situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh by contacting the General Manager, HR (Ph: 98667 78888)
- b. Accessibility and location, infrastructure facilities, working conditions, building size and area, number of employees, work timings etc, shall be verified by the bidders by themselves for assessing the scope of work required 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 project site to their satisfaction and understood the requirements of the Corporation.

6. Salient features of Tender

1. Tender Document & due date	<u>APMDC/ HO/HRD/SS/2017-18/02</u> due on 16.10.2017
2. Name of the Work	Providing Security services on Contract basis for the Corporate Office of APMDC Ltd., situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh.
3. Tender Document Fee	INR 10,000 (Rupees ten thousand only) 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 053411100003509 and IFSC Code ANDB0001193 and Andhra bank branch at Somajiguda, Hyderabad.
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, Hyderabad 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 1,00,000 (Rupees One 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	3 years
7. Publication of notice inviting tender in newspaper and on the APMDC website	10.10.2017
8. Posting of tender document on APMDC website & APTS website and Commencement of registration with APTS	10.10.2017
9. Last date for submission of hard copy and uploading	16.10.2017 - 15.00 Hours,

of technical Bid	
10. Announcement of technically qualified bidders	17.10.2017
11. Date of E-tender (commercial bid opening)	18.10.2017

7. Eligibility Criteria

- i. The bidder should be a proprietorship or a registered partnership firm or a Company incorporated and registered with appropriate statutory bodies under the applicable laws. The bidder shall submit documentary proof in this regard.
- 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 bidder should be registered in the state of Andhra Pradesh with an office situated at Vijayawada. The bidder shall submit documentary proof to this effect.
- iv. The bidder should have minimum 3 years of prior similar experience i.e providing security/ any other man power outsourcing service in the state of AP.
- v. The average annual turnover of the bidder should be not less than INR 20 lakh for last 3 financial years ending on 31st March of the previous year. A certificate from the notified auditor to this effect shall be submitted.
- vi. Copies of the IT Returns for the years 2014-15, 2015-16 and 2016-17 are to be submitted.

8. Process of submission of bids

- i) **Transaction Fee for Tender: All the participating bidders should pay a Transaction fee of Rs. 7,500/- + Service Tax** online in the E-Procurement portal during Bid submission and this shall be payable to M/s. A.P. Technology Services Limited, Hyderabad 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 EMD, eligibility

criteria, declaration stating that the bidder has not been delisted in the past by any government/ quasi-government/PSU, duly filled Annexure 1 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 2 and 3 respectively. The commercial bid of only the eligible technically qualified bidders shall be opened.
- 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, BRKR Bhavan, B-Block, Tankbund Road, Hyderabad-500022. Phone: +91-40-23220305, Fax: +91-40-23228057

(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.apecurement.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/HO/HRD/SS/2017-18/02** due on 16.10- 2017" after 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 /payment of EMD.
- ii. Turnover details of the last 3 years (Average Annual Turnover shall not be less than Rs. 40 Lakh. Turnover Certificate should be issued by qualified Chartered Accountant (CA).
- iii. All documents pertaining to the eligibility criteria of the RFP.
- iv. Declaration stating that the bidder has not been banned/ delisted by any government,

quasi-government or PSU.

- v. Annexures 1 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	16.10.2017	1500 hrs
2.	Commercial Bid Opening	18.10.2017	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. Number of personnel to be deployed:

- a. The indicative requirement for the security is as follows:

SNo	Area	Number of personnel
1.	Security	3

- b. The bidders shall note that the number provided above is indicative only and the Corporation reserves the right to increase/ decrease the number of personnel as per requirement and the bidder is not entitled for any damages or compensation in this regard.

12. Rates

- a) The bidder shall quote the rate (in INR) per personnel to be deployed at site for the security services.
- b) The rate quoted shall be all inclusive (GST excluded) and shall be on the basis of deployment at site of Corporate office of APMDC Ltd. situated at 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh. The successful bidder(s) shall not be eligible for any other payment other than the rate quoted and finalized in the agreement.
- c) The all-inclusive rate quoted above will be the sole bid parameter.

- d) The bidders shall inspect the site prior to submission of bid and the bids will be deemed to be submitted by the bidder after completely understanding the scope of work and the requirements of the Corporation.

13. Bid evaluation

- a) The commercial bid of only the eligible technically qualified bidders shall be opened.
- b) The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.
- c) The rate quoted shall be the sole criteria for bid evaluation and on the basis of the evaluation criteria, the bidder(s) quoting lowest (L1) shall be selected as successful bidder.
- d) The selected bidder(s) shall be required to provide the number of personnel as decided by the Corporation at the respective L1 price for the security service. The decision of the Corporation in this regard is final.
- e) In case the selected bidder(s) is/are unable to provide the desired number of personnel at the respective L1 rate, the next lowest bidder shall be given opportunity to provide desired number of personnel at the L1 rate for security and so on.
- f) The Corporation reserves the right to subsequently increase/decrease the number of personnel required and also request for change in the personnel provided in case of unsatisfactory performance and the successful bidder shall provide the same at the pre-agreed terms and conditions as per the Agreement and the bidder is not entitled for any compensation/loss/damage etc.

14. Payment Terms:

The successful bidder shall submit monthly bills as per the rate finalized and the number of personnel deployed for security services during the month. The successful bidder shall keep accurate records of the number of personnel provided and their attendance for verification by officials of the Corporation. The Successful bidder is responsible for the 100 % attendance of the personnel and the Corporation, at its discretion, may deduct payment for absenteeism.

15. Failure and Termination:

- i. The Corporation reserves the right to suspend or terminate the contract at any time for any reason(s) and in such cases the successful bidder (also referred to as Contractor) shall not be entitled to get any compensation or damages from the Corporation.
- ii. If the Contractor fails to provide the adequate number of personnel as desired by the Corporation or Contractor fails to replace personnel upon request of Corporation, the Corporation may without prejudice to any other remedy available to it:
 - a) Shall be at liberty to arrange alternate personnel/ man power by making alternate arrangements at Contractor's risk and cost without cancelling the agreement.
 - (or)
 - b) Cancel the Agreement by serving 7 days' notice to the Contractor and forfeit the PSD amount.
- iii. The Contractor is liable to bear any damages and demurrages suffered by the Corporation from what-so-ever quarter due to delay or non-availability of personnel and the same shall be

recovered from 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. 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 "FORCEMAJEURE" shall mean acts of God, War, Civil riots / movements, fire directly affecting contract, flood, inundation of the mine, 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 there by, 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.

18. 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. The interested bidders who have paid the tender document fee shall be allowed to participate in the Pre-Bid Conferences. The bidders shall carry a copy of the proof of payment of 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.

SECTION-B

INFORMATION TO BIDDERS

1. Preparation of Technical 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 10 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 only the eligible/ selected bidders shall be invited to participate in the E-tender through APTS portal as per timeline mentioned.

10. Unsolicited modification(s) to the tender

In case any clarification(s) is sought by the Corporation after opening of the bids, there ply 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

11. 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 there by incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the Corporation's action.

12. Right to negotiate:

The Corporation reserves the right to reject any or all tenders without assigning any reason whatsoever 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.

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 EMD against PSD) as per clause 15.

14. Earnest Money Deposit (EMD):

The tenderers are required to pay EMD amount of Rs.1 Lakhs in respect of Tender No: **APMDC/HO/HRD/SS/2017-18/02** due on 16.10.2017 through online payment in the E-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 EMD shall not be accepted. Exemption from payment of EMD shall not be considered under any category. The EMD amount shall not bear any interest.
- b. The offers without EMD will be rejected. The EMD 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 EMD 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 Earnest money deposit 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) equal to 10 % of the Contract value according to the rates and number of personnel provided.
- 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 pro-forma in Section-C at the time of signing the contract.
- c. The PBG to be furnished by the successful bidder(s) to the Corporation as above should be valid for a period of 36 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 off 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 for feature 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.
- d. 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 the RFP. The decision of the Corporation is final and binding on the bidder / Contractor.
- e. 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. Transfer of tender document

The tender documents are non-transferable.

17. Correspondence:

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

18. 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 maybe rejected without seeking any clarifications.

19. Tax

The Bidder shall have to bear all Income Tax liability both for Corporate and Personal Tax. The prevailing tax laws as per GST act shall apply.

20. Insurance

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

21. Tender Fee

Bids without payment of tender fee shall not be considered.

22. Refund of EMD

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

23. Terms and Conditions:

The contract against this tender will be covered by Section-A to C and Annexures1 to 4

24. The Bidders may visit the project site on any working day by contacting the General Manager (HR), (Ph: 98667 78888)

SECTION-C

PROFORMA PERFORMANCE BANK GUARANTEE

To
The Andhra Pradesh Mineral Development Corporation Limited (APMDC),
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 294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada - 521137, Andhra Pradesh Tel: +91 866 2429999, Fax: +91 866 2429977 (herein after 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 date.....(hereinafter called the 'Contractor'), which expression shall include all the amendments there to 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 Providing security on Contract basis at Corporate office of APMDC at Vijayawada for 3 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

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 here by 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.

3. The Corporation shall have the fullest liberty, without affecting in anyway 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 anytime in any manner, and either to enforce, or for bear to enforce, any covenants contained or implied in the contract

4. 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 afore said or any of them or by any reason of any other Actor 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.

5. 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 not withstanding any Security or other Guarantee that the Corporation may have in relation to the Contractor's liabilities.

6. The Bank further, agrees that the Guarantee herein contained shall remain in full force during the period of the contract and 6 months thereafter.

7. 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.

8. 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 up to 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_____2017

(Signature)Witness:

- 1.
- 2.

ANNEXURE - 1

PROFORMA FOR BIDDERS TO ACKNOWLEDGE THE BIDDOCUMENT

Date:

To
The Vice Chairman & Managing Director,
AP Mineral Development Corporation Ltd,
294/ 1D, Tadigadapa to Enikepadu 100 ft. Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
Andhra Pradesh

Dear Sir,

We hereby acknowledge receipt of complete set of bid documents pertaining to the Tender No:
APMDC/HO/HRD/SS/2017-18/02, Due on 16.10.2017.

We have noted the technical bid due date 16.10.2017

Our address for further correspondence on this tender will be asunder.

Yours faithfully,

(Signature of the Bidder)

Telephone No.

Fax No.

Personal attention of (if required)

ANNEXURE-2

APMDC/HO/HRD/SS/2017-18/02, Due on 16.10.2017

From

Dt.

To

The Vice Chairman & Mg. Director
A P Mineral Development Corporation Ltd,
294/ 1D, Tadigadapa to Enikepadu 100 ft. Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
Andhra Pradesh

Dear Sir,

I/We hereby submit our offer for Providing Security services on Contract basis at the Corporate office of APMDC Limited at Vijayawada for 3 years 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-3

PRICE BID FORMAT UNDER TENDER NO. APMDC/HO/HRD/SS/2017-18/02, Due on 16.10..2017

1	Name and address of the tenderer including telephone and fax number and email		
2	<i>Service</i>	<i>Number of personnel required</i>	<i>Rate per personnel (INR) (in figures and words)</i>
	(a) Security	3	

We hereby agree to keep the validity of our offer upto 17:00 hrs on2017 for your acceptance and thereafter for the entire period of the Agreement.

Note:

1. *The bids are deemed to have been submitted by bidder after having inspected the site and completely understanding requirement of Corporation*

Date

Signature of the Tenderer with Seal

No.....

ANNEXURE-4

(To be submitted at the time of opening of the tender)

No.

The Vice Chairman & Mg. Director
A P Mineral Development Corporation Ltd,
294/ 1D, Tadigadapa to Enikepadu 100 ft. Road,
Kanuru Village, Penamaluru Mandal,
Vijayawada - 521137,
Andhra Pradesh

Sub: Tender No. **APMDC/HO/HRD/SS/2017-18/02, Due on 16.10.2017**
Sir,

Shri. has been authorized to be present at the time of opening of the above tender due at 15.00 Hrs (IST) on __.____.2017 at the Corporate 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.