Government of Andhra Pradesh

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

(Tender No.: APMDC/Nellore/SAND/Transportation/20-21/2)

SHORT TENDER
FOR
Selection of Contractor for Transportation of Sand by Tipper Trucks in SPSR Nellore District.

O/o The DDM & G, Nellore
D.No: 11/28, Lakshmi Villa, Talapagiri Colony
Buja Buja Nellore.
SPSR Nellore – 524004
Phone: 9100688836, email: ddmnellore@gmail.com
(Visit us: https://spsnellore.ap.gov.in/notice_category/tenders/ )
Notice Inviting Tender

The A.P. Mineral Development Corporation Limited
D.No: 11/28, Lakshmi Villa, Talpagiri Colony, Buja Buja Nellore,
SPSR Nellore District - 524004, Andhra Pradesh

Ph: 9100688836, E-Mail: ddmgnellore@gmail.com

Short Tender for Selection of Contractor for Transportation of Sand by Tipper Trucks in SPSR Nellore District.

Tender No: APMDC/Nellore/SAND/TRANSPORTATION /2019-20/2, dated: June, 2020

Time schedule of various tender related events:

<table>
<thead>
<tr>
<th>Event</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid calling date</td>
<td>16-06-2020, 10.00 AM</td>
</tr>
<tr>
<td>Bid closing date/time</td>
<td>18-06-2020, 05.00 PM</td>
</tr>
<tr>
<td>Bid opening date</td>
<td>19-06-2020, 11.00 AM</td>
</tr>
<tr>
<td>Bid Fee</td>
<td>Rs. 2000/- (Two Thousand Rupees) DD in the favor of The DDM &amp; G, SPSR Nellore.</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 4,00,000/- (Four Lakh Ruppes Only ), to each Sand reach, Payable in the form of DD in the favor of The VC &amp; MD, APMDC, Vijayawada, Payable at Vijayawada.</td>
</tr>
<tr>
<td>Contact person</td>
<td>Deputy Director, Mines &amp; Geology, Nellore Email: <a href="mailto:ddmgnellore@gmail.com">ddmgnellore@gmail.com</a>, Ph: +91 9100688836</td>
</tr>
<tr>
<td>Tender Ref No.</td>
<td>APMDC/Nellore/SAND/Transportation/20-21/2</td>
</tr>
</tbody>
</table>

APMDC, Nellore is a fully owned undertaking of the Govt. of Andhra Pradesh, invites tenders from reputed Agencies/Contractors for Excavation, stocking and loading of sand from various sand reaches in SPSR Nellore District.

The tender document for the box tender can be downloaded from the SPSR Nellore District website https://spsnellore.ap.gov.in/notice_category/tenders/ from 16.06.2020 onwards. Terms and conditions, timelines etc. for participating in the short tender the terms and conditions shall be as provided in the tender document.

The intending bidders shall pay Rs. 2000/- bid document fees in the form of Demand Draft on the Name of The Deputy Director, Mines & Geology, Nellore and submit the original Demand draft along with the bid documents. Any further communications, amendments etc. shall be available on the above website and there will be no newspaper notification/advertisement in this regard.
Tender shall be submitted sealed cover tender only. The tenderers should drop the bids in Tender box available at O/o DDM & G, Lakshmi Villa, Talpagiri Colony, Bujabuja Nellore, Nellore. Bids submitted without the payment details (in the form of Demand draft) of Bid fee & EMD will be liable for rejection. However, all documents related to technical & financial bid should be submitted along with bid only as per timelines given in the bid data sheet.

Tenders will be opened at 11.00 A.M on 19.06.2020 at the O/o Collector & District Magistrate, SPSR Nellore by the District Purchasing Committee and will conduct evaluation on the same day.

Nodal Officer for this Tender Document shall be Deputy Director, Mines & Geology, Nellore. Email: ddmgnellore@gmail.com, Phone: +91 9100688836

APMDC, Nellore / District Purchasing Committee, SPSR Nellore 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.

Sd/-

Joint Collector & Ex-Officio Executive Director, APMDC.
SPSR Nellore District
A. Disclaimer

The Information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of APMDC, Nellore or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer by APMDC, Nellore/ DPC, Nellore to the prospective Bidders or any other person. The purpose of this Tender is to provide interested Bidders with information that may be useful to them in making their Bids/Proposals pursuant to this Tender. This tender may not be appropriate for all persons, and it is not possible for APMDC, Nellore, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender.

APMDC, Nellore / DPC, Nellore, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any statement or information contained therein or deemed to form part of this Tender or arising in any way for participation in the Bidding Process.

APMDC, Nellore also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender.

APMDC, Nellore may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this tender document does not imply that APMDC, Nellore is bound to select a bidder and APMDC, Nellore / DPC, Nellore reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery
fees, expenses associated with any demonstrations or presentations which may be required by APMDC, Nellore or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder.

This Tender Document is not transferable. The price paid by the Bidder for the Tender Document shall not be refunded.

B. Introduction

The Andhra Pradesh Mineral Development Corporation Ltd. ("APMDC" or the "Corporation") is a fully owned undertaking of the Government of Andhra Pradesh. It was incorporated on 24 February 1961 under the Companies Act 1956.

APMDC is engaged in commercial exploitation of various minerals. APMDC is playing a pro-active role in the exploitation of valuable mineral resources and in the development of mining infrastructure and mineral based industries in the state of Andhra Pradesh. APMDC is set to undertake several innovative and definitive measures in this regard.

This tender document is being issued by O/o The Deputy Director, Mines & Geology, SPSR Nellore District, for Selection of Contractor for Transportation of Sand in Identified Sand Reaches of SPSR Nellore District.

C. Background

The Government of Andhra Pradesh has announced the New Sand Mining Policy – 2019 focusing on transparency, convenience and fair usage of sand. Under this policy, it has been decided that the State Government, through M/s APMDC Ltd. as an agent, will operate the sand reaches and dispose the sand to the end consumers, In the District O/o The DD M & G, Nellore as an agent, will operate the sand reaches and dispose the sand to the end consumers.

APMDC Ltd. will be responsible for ensuring required infrastructure, IT systems and process for the implementation of the policy. Accordingly, the respective district administration has identified a number of sand reaches and has entered into an agreement with APMDC to operate these sand reaches. The details of the sand reaches have been provided in the Schedules to this RFP.
Qualified bidders are hereby invited to review the details of the sand reaches, submit their technical bid (against the Eligibility Criteria) and submit their Price bids for those sand reaches/cluster of sand reaches which they intend to operate.

**Note:**

1. It is clarified that the bidders shall submit tender document fees and submit their technical bid (against the Eligibility Criteria) only once, irrespective of the number of sand reaches/cluster of sand reaches for which they are bidding.

2. It is clarified that the bidders are required to submit separate Bid Security/EMD and Price bid, for each sand reach/cluster of sand reaches they intend to participate. For instance, if the bidder intends to bid for 3 sand reaches/cluster of sand reaches, he/she shall submit 3 separate Bid Security/EMD as well as 3 separate price bids, (i.e. one for each sand reach/cluster of sand reaches).

3. In case a bidder intends to bid for more than 1 sand reach/cluster of sand reaches, it is not necessary to submit the same price bid for all the reaches. Bidders are advised to take into account all the relevant factors while submitting their price bids.
A. Scope of Work

a. Contractor shall deploy the following specified number of vehicles for transportation of sand. Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor for the work of sand transportation.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Vehicle Type</th>
<th>Minimum Capacity</th>
<th>Number required of vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tipping Trucks</td>
<td>18 Metric Tonnes</td>
<td>50 No.s</td>
</tr>
</tbody>
</table>

b. Contractor shall deploy the specified number of vehicles to transport the sand from the stockyards to end-customers/other stockyards and unload the sand, as per the directives given by APMDC. APMDC reserves the right to hire more vehicles as per requirement. However, the successful bidder shall have the first right of refusal towards supply of additional vehicles.

c. Contractor shall be responsible to ensure the availability of all vehicles at stockyard and should also see to it that

i. Vehicles have fitness certificate/permits/licenses issued by the RTO, SPCB and all relevant authorities, the required taxes/fees have been deposited and they are properly covered by insurance.

ii. Vehicles are fitted with GPS based Vehicle Tracking devices (VTDs), from the vendors empaneled by Department of Mines & Geology, Andhra Pradesh.

iii. Once the sand is loaded in the vehicles, it is completely covered with Tarpaulin.

iv. Vehicles are well maintained/cleaned and all repairs have been done

v. Vehicles are fueled and ready to go as and when the order is placed

vi. Licensed and fit Driver is available with the truck, ready to make the delivery. Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents, having valid and requisite driving license shall be deployed by the contractor for driving the sand transporting vehicles deployed for the work. Contractor shall ensure that in no case shall any unauthorized driving of the vehicles is permitted.

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

viii. No addition or alteration of the size of the body or any such truck shall be carried out without prior approval of the Corporation. The truck shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

ix. A proper register is maintained for each vehicle, containing details of the number of trips, meter reading before and after trips and record of delays, if any, with proper reasons.

x. During the course of operations, APMDC/Government of Andhra Pradesh may issue guidelines/directions from time to time, to ensure transparency, convenience and fair usage in the excavation and transportation of sand. Such guidelines/directions shall be binding on the contractor and he is obligated to comply with such guidelines/directions.

d. The work shall be executed round the clock on all the days of week or as directed by the Corporation and the contractor shall be obliged to comply with the same.

e. It is not mandatory for the contractor to own all the vehicles. He may also enter into hiring arrangements with other transporters and deploy such vehicles under this tender. However, he will be held responsible for the effective delivery of service as per the scope of work for all the vehicles supplied by him, including those taken on hire basis.

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

g. The contractor shall not have any claim whatsoever for the idleness of his employees/sand carrying vehicles for want of sand or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/or for any other reason.

h. The Company shall have no responsibility/liability whatsoever for any accident/damage to the contractor/s vehicle/equipment in transit or while engaged in the work.

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

j. Service Level Agreement –
   i. The Contractor must ensure 100% availability of vehicles at the stockyard.
   ii. As soon as a consignment request is sent to the vehicle, the vehicle must reach the stockyard within 30 minutes. In case it takes more than 30 minutes, it will be counted as a “Delay”.
   iii. The number of such “Delay” at each will be recorded and penalty will be charged as per the penalty clause.

k. Penalty Charges

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Type of violation</th>
<th>Criteria</th>
<th>Penalty per “Delay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Number of “Delays” per stockyard</td>
<td>&lt;=5</td>
<td>Rs. 1000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 – 10</td>
<td>Rs. 2000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11 – 15</td>
<td>Rs. 3000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt; 15</td>
<td>Rs. 4000/-</td>
</tr>
</tbody>
</table>

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

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

n. The contractor shall make timely payment of all salary/wages/dues to his employees and shall also provide all benefits to his employees as per relevant Acts/Rules, Regulations, and Orders that are enforceable and applicable to the work.

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

p. In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/commission
on the part of the contractor’s representative/employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
### B. Eligibility Criteria

The interested bidder shall qualify all of the following requirements.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Criteria</th>
<th>Specific requirement</th>
<th>Documents required</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Legal entity</td>
<td>Bidder should be a registered company / partnership firm/ proprietorship firm. The Bidder should submit proof of registration. The bidder must have a valid PAN No. and valid GST registration number. Consortiums are not allowed.</td>
<td>• Certificates of Incorporation • Memorandum of Association and Articles of Association OR Partnership deed (As applicable) • Registration Certificate • GSTIN, GST Registration • PAN No.</td>
</tr>
<tr>
<td>3.</td>
<td>Bidder turnover</td>
<td>The bidder should have a minimum average annual turnover of INR 3.00 Crore in the last three financial years i.e. 2015-16, 2016-17 and 2017-18</td>
<td>Certificate from the statutory auditor / independent chartered accountant, supported by extracts from the audited Balance sheet and Profit &amp; Loss Account</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder Net - Worth</td>
<td>The bidder should have a net-worth of at least Rs. 20 lakhs at the end of 2017-18.</td>
<td>Certificate from the statutory auditor / independent chartered accountant, supported by extracts from the audited Balance sheet and Profit &amp; Loss Account</td>
</tr>
</tbody>
</table>
### Technical capability

a) The bidder should have executed works of similar nature i.e. Transportation of minerals (like Coal, Shale, Sand etc.) or extraneous materials (like overburden, debris etc.), of value not less than Rs.5.00 Crore in any State/Central Government/Public Sector Undertaking/ private company during the last three (3) financial years  
b) The bidder should have transported a minimum quantity of 5,00,000 CBM in any one year during last three (3) years  
c) The bidder must have the following machineries/equipment registered in their name.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Vehicle Type</th>
<th>Minimum Capacity (Tonnes)</th>
<th>Minimum No. of vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tipping Trucks</td>
<td>18 Metric Tonnes</td>
<td>10 Nos.</td>
</tr>
</tbody>
</table>

- Copies of work order along with completion certificate of the project(s)
- For ownership of equipment, Registration certificate or any other document to prove ownership in the name of bidder

### Authorized representative from bidder

A power of attorney/copy of Board resolution with due authorization in the name of the person signing the bid

Original Power of Attorney (notarized) (Annexure 9)/ Board Resolution Copy

### Blacklisting

A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government/Public Sector Undertaking) or under a declaration of ineligibility for corrupt or fraudulent practices as on date of Bid Submission must be submitted on original letter head of the bidder with signature and stamp.

Undertaking by the Authorized Signatory

*Note: In order to meet the eligibility criteria, bidders can submit required documentary evidence of FY 2018-19, 2017-18, 2016-17 (last 3 years) also in lieu of FY 2017-18, 2016-17, 2015-16.*
C. Clarifications/Queries

1. Bidders may seek clarifications or request further information regarding this Tender Document, only in the format provided in Annexure 10.

2. Any queries or requests for additional information concerning this Tender Document may be sent in excel format by e-mail to the Corporation ddmgnellore@gmail.com

3. The mail should clearly bear the following subject line: “Queries/Request for Additional Information under Tender no. APMDC/Nellore/SAND/Transportation/2019-20/2 for “Selection of Contractor for Transportation of Sand by Tipper Trucks in SPSR Nellore District”.

4. Each query should contain complete details of facts, information and Applicable Law relevant to the query and also the particulars of the person or Company posing the query. The Corporation reserves the right to not answer any query, including any query which is incomplete or anonymous.

5. The queries should be emailed on or before the due date specified for receiving queries.

6. The Corporation shall endeavor to respond to the queries within the period specified. However, 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.

7. The Corporation may also on its own, if deemed necessary, issue interpretation sand clarifications to all Bidders. All clarification sand 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.
D. Terms and Conditions

1. Conflict of Interest

The Corporation requires that the selected bidder provide professional, objective, and impartial advice and at all times hold the Corporation’s interests paramount; avoid conflicts with assignments of other companies or their own corporate interest.

Any bidder for any assignment that would be in conflict with their prior or current obligations to other Corporations / Entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the Corporation, shall not be recruited.

2. Amendment of Tender Document:

a. At any time prior to the e-Tender due date, APMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda/Corrigenda.

b. Any Addendum/Corrigendum issued hereunder shall be posted in the district website. No newspaper advertisement shall be issued in this regard.

c. In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, APMDC may, in its sole discretion, extend the Technical Bid or the Tender due date, if required.

d. APMDC also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding Process at any stage.

3. Tender Document fee

Bidders are required to remit non-refundable tender document fee of INR 2,000 in the form of Demand draft in favour of The Deputy Director, Mines & Geology, Nellore and submit the original DD along with the tender documents. Without EMD, Tender document fee the bid will be summarily rejected.

4. Bid Security

The bidders are required to pay Bid security of INR 4,00,000/- for each reach which they wish to participate, in respect of Tender No: APMDC/Nellore/SAND/EXCAVATION/2020-21/1 in the form of Demand draft in the favour of “The Vice Chairman & Managing Director, APMDC, Vijayawada Payable at Vijayawada”.

a. The offers without Bid security will be rejected. Original DD shall be submitted along with the bid documents.

b. The Bid security of the unsuccessful bidders will be returned upon finalization of the Tender. In case of the successful bidder(s), the same shall be refunded post submission of Performance Security Deposit (PSD).
c. O/o DDM & G, Nellore / APMDC shall not be liable to pay any interest on the Bid security deposit so made and the same shall be interest free.

d. The Bid security shall be forfeited by the Corporation in the following events.

i. If a Bidder varies/modifies the Bid during the Bid validity period and any extension thereof as agreed between the Bidder and APMDC; or

ii. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 29 of this Tender Document; or

iii. If a Bidder does not submits the Price bid; or

iv. If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the respective Bidder(s) and APMDC; or

v. In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security within the period prescribed in this Tender Document; or

vi. If a bidder does not accept the Letter of Award (LoA) or fails to sign the Contract or abide by any other terms and conditions of the LoA.

5. 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 submission shall necessarily contain a table of contents along with page numbers.

c. 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.

d. The Technical Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.

e. 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.
f. The Technical Bid submissions shall be duly signed by an authorized person. 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.

6. **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.

7. **Process of submission of bids**

Tender shall be submitted sealed cover tender only. The tenderers should drop the bids in Tender box available at O/o The Deputy Director, Mines & Geology, Bujabuja Nellore, Nellore. Bids submitted without the payment details (in the form of Demand draft) of Bid fee & EMD will be liable for rejection. However, all documents related to technical & financial bid should be submitted along with bid only as per timelines given in the bid data sheet.

Tenders will be opened at 11.00 A.M on 19.06.2020 at the O/o Collector & District Magistrate, SPSR Nellore by the District Purchasing Committee and will conduct evaluation on the same day.

8. **Late bids**

a. Tenders received after due date and time of closing will be out rightly rejected.

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

9. **Opening of Bids**

a. The Corporation shall open the technical bids on the technical bid due date as specified in the tender document 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 (Authorization letter as in Annexure 7 shall be provided in respect of the Authorized representative).

b. The corporation shall initially evaluate only the technical bids as per the timeline mentioned in the tender document and the Price bids of only the technically qualified bidders shall be opened.

Note

APMDC reserves right to reject any or all bids received without assigning any reason.

4. Bid Evaluation

a. Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions and whose bids meet the requirements under this Tender Document shall be declared as the “Technically Qualified Bidders”

b. The Initial Price Offer (IPO) of only the technically qualified bidders shall be opened.

c. The lowest initial price offer amongst the Technically Qualified Bidders shall be the ceiling price/base price.

d. The lump-sum rate quoted for the complete scope of work (Annexure 4) shall be the sole criteria for bid evaluation and the L1 bidder shall be adjudged the preferred bidder subject to the following conditions:

   a. The Corporation Base Rate (Minimum Permitted Price for Transportation) is Rs.4.90/- per KM per Tonne for the entire scope of work

e. Provided also that in the event of identical L1 price offers being submitted by two or more technically qualified bidders, the bidder having higher average annual turnover over the last 3 years (as per audited financial reports) Along with the No of Vehicles having ownership, No of skilled drivers available, No of years of experience in the similar field, no of similar assignments executed, any recognized awards. (All the Relevant Documents Need to Be submitted along with the Bid) shall be adjudged as the lower ranked bidder.

f. If the No of qualified bidders are more they shall be empanelled with the APMDC for future works.

g. The Technically Qualified Bidders shall be ranked on the basis of the ascending initial price offer submitted by them. On the basis of such ranking the Technically Qualified Bidders, holding first fifty per cent of the ranks (with any fraction rounded off to higher integer) or the top five Technically Qualified Bidders, whichever is higher, shall be considered to be qualified for participating in the Financial Bid.

h. The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.
5. **Period of validity of bids**

Validity date is 60 days from last date of submission. A proposal valid for a shorter period may be rejected as nonresponsive. The Corporation will make its best effort to complete the tender process within this period. In case of need, the Corporation may request the Bidders to extend the validity period of their Proposals. Bidders who do not agree, shall have the right to refuse to extend the validity of their proposal and under such circumstances, the Corporation shall not consider such proposal for further evaluation.

6. **Withdrawal of bids:**

No Bid shall be withdrawn in the interval between Bid submission and expiry period of validity (Clause 11). Any such withdrawal of Bid shall result in forfeiture of Bid security.

7. **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 incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the Corporation's action.

Specifically, if the lowest price received during Reverse Auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, APMDC reserves right to seek justification of the price from L1 Bidder. If the price is not considered reasonable, APMDC may not accept such Proposal and go for another tender process.

8. **Acceptance of offers:**

a. Acceptance by the Corporation will be communicated by E-Mail/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 7 days from the date of acceptance of his tender by paying the performance Security Deposit, PSD as per clause 21.

9. **Duration of the Agreement**

a. The duration of the Agreement will be for 6 months.

b. Upon satisfactory performance, the agreement can be extended for a period of 6 more months with mutual consent and negotiation, at the discretion of APMDC.

c. However, if the performance of the contractor is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of APMDC and other statutory bodies, issued from time to time for safe and successful transport operations, APMDC reserves the right to cancel the contract after giving 15 days of notice, and shall be entitled to get completed the work completed at the Contractor’s risk and cost.

d. APMDC may issue a notice of suspension to the Contractor at any time during the agreement directing to suspend all or any part of the operations, stating the estimated length of and reason for the suspension. The Contractor shall, on receipt of a notice of suspension, take all reasonable steps to immediately suspend all operations.
e. Duration of the agreement may change as per amendments made in the Sand Mining Policy of Andhra Pradesh.

10. **Price Escalation during the contract**

The price as quoted by the contractor in the Price Bid will be fixed and there shall be no price escalation during the agreement period of 6 months.

11. **Payment terms**

   a. **Payment Fee**
      
      i. APMDC shall pay Contractor a lump-sum amount (for delivery related payments including applicable taxes at prevailing rates) on a **Fortnightly (15 days)** basis, for Sand delivered from Stockyard to customer destination/other stockyards.
         
         o The payment will be calculated as per the formulae mentioned in Annexure 11

   b. **Schedule**
      
      i. Within three (3) Business Days of the start of every month, Contractor shall raise an invoice to APMDC for the sand transported in the previous month.
      
      ii. APMDC shall endeavor to pay the amount to the Contractor as per the received invoice within thirty (30) Business Days of the receipt of invoice, subject to receipt of necessary payments from GoAP.

12. **Event of Default**

   a. An event of default is said to have occurred under the following conditions:
      
      i. Delay in transportation of Sand by more than two (2) weeks from the Agreement Date due to reasons attributable to the Contractor (delay in deployment of the necessary equipment, staffs, labors and other operational requirements etc.).
      
      ii. The transportation of sand is stopped for more than a week due to reasons attributable to the Contractor.
      
      iii. The Contractor has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
      
      iv. The delivery of Sand is permanently stopped due to a Force Majeure event (as specified in Clause 31) for a continuous period of 3 (three) months.

   b. Notwithstanding anything stated in the Tender Document and the Agreement, Contractor shall be liable to pay Liquidated Damages in case of delay in deploying the necessary vehicle, staff and labour requirements for Sand transportation. The Liquidated Damages would be calculated at actual revenue lost per week of delay and would be determined on a weekly basis subject to a maximum of 6 weeks.

13. **Recourse to Event of Default**

   a. In case of occurrence of an Event of Default event mentioned in clause G.18.a.i, ii and iii, APMDC shall have the option to seek termination of contract as per the Clause G.20.a.

   b. In case of occurrence of default event mentioned in clause G.18.a.iv, clause G.20.d shall govern the possible recourse available to APMDC and the Contractor.
14. Termination of Agreement

a. **Termination for Default**

   i. In the case of the occurrence of Event of Default as mentioned in clause G.18.a, APMDC shall seek Liquidated Damages in accordance with clause G.18.b. If this Event of Default continues for a period of one (01) month from the date of its occurrence, APMDC may terminate the Agreement by written notice and shall forfeit and invoke the Performance Bank Guarantee provided by Contractor.

   ii. In case of the occurrence of Event of Default as mentioned in clause G.18.a.ii, iii and iv, APMDC shall be entitled to forfeit and invoke 100% of the Performance Bank Guarantee provided by the contractor. APMDC further reserves the right to blacklist such contractors, at its sole discretion.

   iii. APMDC may terminate the Agreement by written notice to the Contractor if any Approval (including any Mining Lease, Pollution Control License, open cut approval or any other license, permit, consent or permission required for the operation of the Mine) is cancelled, suspended or revoked due to faults attributable to the contractor. APMDC shall forfeit and invoke the Performance Bank Guarantee provided by the contractor in case of such a termination.

b. All obligations hereunder incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of the Agreement shall survive such termination.

c. In the event of the expiration or termination of the Agreement under the Clause G.18.a, Contractor shall remove all its employees, sub-contractors, all its equipment and its goods and materials from the Sand Mine within 15 days from the time of expiration of the termination notice.

d. **Termination due to Force Majeure**

   If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 3 (three) continuous months, the other Party may immediately terminate this Agreement by notice in writing to the Affected Party. In case of termination of Agreement due to Force Majeure, the Performance Bank Guarantee shall be returned to Contractor.

15. Performance Security Deposit (PSD):

   a. The successful bidder(s) shall pay performance security deposit (PSD) of INR 15.00 Lakhs (Rupees Thirty Lakhs).

   b. The Bid security amount of the successful bidder will be refunded on submission of Performance Security Deposit. The Performance Security Deposit amount shall be paid by the successful bidder(s) in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) in favor of APMDC, Nellore, payable at Nellore from any Scheduled Commercial Nationalized Bank, acceptable to the Corporation, in India as per the pro-forma in Annexure 7 at the time of signing the contract. The PBG must be valid for a period of six (6) months beyond the stipulated date of completion of services. The
Corporation shall reserve the right to reject bank guarantee from certain banks not acceptable to the Corporation. APMDC will have the right to invoke the security deposit without assigning any reasons if performance of the successful bidder is not found up to the mark.

c. 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 Bid security 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 2 months from the date of expiry of the contract.

i. 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 Termination clause of the RFP. The decision of the Corporation is final and binding on the bidder / Agency.

ii. The Corporation also reserves the right to adjust any sum of money due and payable by the agency to the Corporation against Performance Security Deposit in case the Corporation is unable to recover the due amounts from the Agency.

16. Indemnity

It is the prime responsibility of the selected bidder/agency to meet all the statutory compliances/obligations of payments for their man-power deployed. However, if APMDC sustains any loss due to improper performance of its manpower, the bidder will indemnify APMDC of all legal obligations of its manpower deployed at site.

17. 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 Bid security.

18. Transfer of tender document

The tender documents are non-transferable.
19. **Correspondence:**

All correspondence should bear reference of the tender number and the postal address mentioned in the tender document.

20. **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.

21. **Income Tax liability**

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

22. **Insurance**

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

23. **Refund of Bid Security**

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

24. **Fraud and Corruption**

APMDC requires that the Bidders observe the highest standard of ethics during their execution of such contracts. In such pursuance of this policy,

a. Defined, for the purposes of this provision, the terms set forth as follows:

   i. “Corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition).

b. Will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and

c. Will declare a firm ineligible, either indefinitely or for a stated period of time for awarding any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.

25. Force Majeure

Force Majeure:

"Force Majeure" shall save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 31(I)(a), 31(I)(b) and 31(I)(c) respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (a) is beyond the reasonable control of the Affected Party, and

(b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Standard Industry Practice, and (c) has Material Adverse Effect on the Affected Party.

a. Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

i. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

ii. Strikes or boycotts or stoppage of work or ‘bandh’ (other than those
involving the Contractor or their respective manforce employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Mine for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Financial Year, and not being an Indirect Political Event;

iii. Any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceeding for reasons other than (i) on account of breach of any Applicable Law or any contract, or (ii) enforcement of this Agreement, or (iii) exercise of any of its rights under this Agreement by the Owner;

iv. The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through inspection of the Site; or

v. Any event or circumstances of a nature analogous to any of the foregoing.

b. Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

i. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

ii. Industry-wide or state-wide strikes or industrial action (other than those involving the Contractor or their respective man force employees/representatives, or attributable to any act or omission of any of them) for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in a Financial Year;

iii. Any civil commotion, boycott or political agitation which prevents Excavation or Delivery of Sand by the Contractor for an aggregate period exceeding 7 (seven) days in a Financial Year;

iv. Any Indirect Political Event that causes a Non-Political Event; or
v. Any event or circumstances of a nature analogous to any of the foregoing.

c. Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any government instrumentality:

i. Compulsory acquisition in national interest or expropriation of any project assets or rights of the Contractor or of the contractors;

ii. Unlawful or unauthorized or without jurisdiction, revocation of, or delay or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Contractor to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

II. If APMDC or the CONTRACTOR (the “Affected Party”) becomes unable by Force Majeure to carry out an obligation under the Agreement strictly in accordance with the Agreement:

i. The Affected Party must give to the other Party prompt written notice and reasonable particulars of the Force Majeure and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligation;

ii. The relevant obligations of the Affected Party and the other Party, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure; and

iii. The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible
iv. Upon resolution of the cause of delay, interruption or failure, the Affected Party shall promptly within 3 (three) days of such resolution give notice to the other Party of such fact and the performance of such Affected Party's obligations under this Agreement shall thereupon be resumed.

v. If the performance of the obligations is substantially prevented, affected or delayed for a single period of more than three (3) months, the Corporation shall give termination notice in accordance with Clause 19.
### Annexure: 1 - Checklist of documents to be enclosed in the Bid

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Declaration (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money Deposit for the value as indicated in Request For Proposal</td>
<td></td>
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<tr>
<td>2.</td>
<td>Cost of Tender Document for the value as indicated in Request For Proposal</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Formats enclosed-dully filled in and signed on each page along with all required enclosures, complete as per Instruction to Bidders</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure: 1- Checklist of documents to be enclosed in the Bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure: 2 – Bid Acknowledgement Letter</td>
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<td></td>
<td>Annexure: 3 - Bidder Details</td>
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<td></td>
<td>Annexure: 4 – Fulfilment of Technical Criteria</td>
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<td></td>
<td>Annexure: 5 – Fulfilment of Financial Eligibility Criteria</td>
<td></td>
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<td></td>
<td>Annexure: 6 – Declaration against blacklisting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure: 8 - Authorization Letter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure: 9 - Power of Attorney</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Tender Document duly signed by Bidder on each page</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder with date and Stamp
Annexure: 2– Bid Acknowledgement Letter

(On the letter head of the Bidder) Date:

To
The Deputy Director,
Mines & Geology
D.No: 11/28, Lakshmi Villa, Talapagiri Colony
Buja Buja Nellore.

Dear Sir,

Sub: Acknowledgement of Bid Document for Tender No:

Dear Sir,

With reference to for Tender No: APMDC/Nellore/SAND/Transportation/2019-20/2 dated .06.2019, I, having examined the Tender Document and understood their contents, hereby submit my Technical Bid. Capitalized expressions used in this letter have the same meaning as ascribed thereto in the Tender Document.

1. The Technical Bid is unconditional and unqualified.
2. We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.
3. We acknowledge that the APMDC will be relying on the information provided in the Technical Bid and the documents accompanying the Technical Bid for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
4. This statement is made for the express purpose of our participation in the Tender process and possible selection as Successful Bidder.
5. We hereby confirm that we satisfy all the eligibility conditions prescribed in the Tender Document.
6. We hereby acknowledge that if we submit or produce any document and it is discovered subsequently that such document was false or incorrect then we shall be liable under the Applicable Law for the time being in force.
7. We shall make available to the APMDC any additional information it may find necessary or require to supplement or to authenticate the Technical Bid.
8. We acknowledge the right of the APMDC to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by Applicable Law, our right to challenge the same on any account whatsoever.
9. We declare that:
   a. We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein;
   b. We have examined and have no reservations to the Tender Document, including any amendment/s issued by the APMDC vide corrigendum/addendums from time to time.
   c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the State Government or any other public sector enterprise or any government, central or state; and
   d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. We understand that you may cancel the Tender process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid, without incurring any liability to the Bidders, in accordance with the Tender Document.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the State Government/APMDC in connection with the selection of the Preferred Bidder, or in connection with the Tender process itself, in respect of the Tender Document and the terms and implementation thereof.

12. In the event of us being declared as the Successful Bidder, we agree to enter into Agreement and other documents in accordance with the Tender Document and pay such amounts and provide such PBG as required therein.

13. We have ensured compliance with the Tender Document and to the best of our Knowledge this Bid is conforming to the terms thereof.

14. We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case, we shall have any claim or right of whatsoever nature if the work is not awarded to us or our Bid is not opened or rejected.

15. The Financial Bid has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document, our own estimates of costs and feasibility and after a careful assessment of the geological and other information and all the conditions that may affect the work.

16. We shall keep this offer valid for 180 days from the Bid Due Date specified in the Tender Document or such extended duration as may be agreed with State Government.

In witness thereof, we submit this Bid letter forming part of our Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of Authorised Signatory) Name and seal of Bidder

Date:

Place:
## Annexure: 3 - Bidder Details

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>Address of Registered Office</td>
<td></td>
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<tr>
<td>Address for correspondence</td>
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<tr>
<td>Telephone No.</td>
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<tr>
<td>Fax No.</td>
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<tr>
<td>E-mail Address</td>
<td></td>
</tr>
<tr>
<td>Attested copies of Deeds, Memorandum of Association and Articles of Association to be enclosed</td>
<td></td>
</tr>
<tr>
<td>Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>Names of Partners with their Present and permanent address</td>
<td></td>
</tr>
<tr>
<td>PAN of Bidder (copy to be enclosed)</td>
<td></td>
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<tr>
<td>PF Registration No. (copy to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>GST Registration No., if applicable (copy to be enclosed)</td>
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</tbody>
</table>

Signature of Bidder with date and Stamp
Annexure: 4 – Fulfillment of Technical Criteria

Part 1: Details of the Bidder

<table>
<thead>
<tr>
<th>Name of the Bidder</th>
<th>Legal status of the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[Individual/ Partnership firm / Limited Liability Partnership / Limited Liability Company/ Individual]</td>
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</tbody>
</table>

Part 2: Similar works executed

<table>
<thead>
<tr>
<th>Full postal address of the client and description of the work</th>
<th>Value of contract in INR</th>
<th>Qty. transported</th>
<th>Scheduled completion as per contract</th>
<th>Date of commencement</th>
<th>Date of Completion</th>
<th>Reason for delay if any</th>
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</thead>
<tbody>
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</tbody>
</table>

Part 3: Evidence of ownership or hiring agreement with the owner of required vehicles and HEMM

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the machinery</th>
<th>Number</th>
<th>Owned/Leased</th>
<th>Documentary evidence submitted</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Trucks of 18 Ton Capacity</td>
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Part 4: Skilled and unskilled Man Power

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Years of Exp</th>
<th>Skilled/UnSkilled</th>
<th>Nature of Works Handled</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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</tbody>
</table>

Part 5: Any Recognized Awards
Signature of Bidder with date and Stamp

Note

a) In case the Bidder is a Company, Certificate of registration of the Bidder has to be furnished.

b) In case the Bidder is an Individual, a copy of passport or birth certificate or voter ID card or Aadhar card needs to be furnished by the Bidder also ITR filings of last three years.

c) In case the Bidder is a Firm, the constituent documents along with particulars of all the members of the firm have to be furnished by the Bidder. In such case each member of the firm would be required to comply with the requirements prescribed in the Tender Documents with respect to submission of documents.

d) Contract agreement with mine owner and Certificate of production from mine owner.

e) Certificate from statutory auditor certifying the volume of production.
To The Deputy Director, Mines & Geology D.No: 11/28, Lakshmi Villa, Talapagiri Colony Buja Buja Nellore. Dear Sir,

We have examined the books of accounts and other relevant records of <<Bidder / consortium Partner Name along with registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for the three years i.e. from FY 2016-17 to FY 2018-19 was as per details given below:

<table>
<thead>
<tr>
<th>Information from Balance Sheets (in Indian Rupees)</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Turnover</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net worth</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signature of the Chartered Accountant) Name : 
Designation : 
Membership Number : 
Date : 
Company Seal : 
Business Address : 

33
Annexure: 6 – Declaration against blacklisting  
(On letter head of the Bidder)

From: Date:

To
The Deputy Director, 
Mines & Geology
D.No: 11/28, Lakshmi Villa, Talapagiri Colony
Buja Buja Nellore.

Dear Sir,

I/we here by solemnly declare that any of our Directors or Partners, jointly or severally and/or individually or our firm/company have not been black listed by the Central Govt. or the State Govt. or its undertakings. We do not have any order/declaration of insolvency, judgment or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

I/we here by further declare that, if the declaration is found untrue, the APMDC shall be entitled to take any action against us severally and/or individually or our firm/company in this regard in any manner that may be deemed fit by APMDC.

Yours Faithfully,

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

Signature and Stamp of the Bidder
Annexure: 8 - Authorization Letter  
(To be submitted at the time of opening of the tender)

No. .........................................................................................................................

To  
The Deputy Director,  
Mines & Geology  
D.No: 11/28, Lakshmi Villa, Talapagiri Colony  
Buja Buja Nellore.

Sub: Tender No. APMDC/Nellore/SAND/TRANSPORTATION/2019-20/2 dated: 06.2020

Sir,

Shri. ............................................. has been authorized to be present at the time of opening of the above tender due at XX.00 Hrs (IST) on XX.XX.2019 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.
## Annexure: 10 - Format for Queries

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Clause ref no. And Page no.</th>
<th>Existing Provision</th>
<th>Clarification Required</th>
<th>Suggested Text for Amendment, if any</th>
<th>Rationale for Clarification or Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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### Format for Submission of Price Bid

<table>
<thead>
<tr>
<th>S.No</th>
<th>Price Break-up</th>
<th>Sand Transportation Fee (In INR/Ton/Km)</th>
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<td>Transportation Fee (Exclusive of GST)</td>
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Note:
Payment to the transporter will be calculated in the following way:

**Total Payment for a trip = STF \times T \times LD**

Where,

- **STF** – Sand Transportation Fee as quoted by the successful bidder
- **T** – Total weight carried in Tons
- **LD** – Lead Distance i.e. the distance between Stockyard and Destination in Kms

*Note:* The Base Rate Fixed by the APMDC for Transportation is Rs. 4.90/- Per KM Per Tonne.