

The Andhra Pradesh Mineral Development Corporation Limited
6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairthabad, Hyderabad - 500 004,
INDIA

Tel: +91 40 23323153, Fax: +91 40-23393152
E-Mail: apmdcltd@yahoo.com; www.apmdc.ap.gov.in

NOTICE INVITING TENDER (NIT)

Tender No: APMDC/Silica sand/Nellore/2017-2018/ due on 09.06.2017

The Andhra Pradesh Mineral Development Corporation Limited invites sealed tenders from reputed, experienced and competent domestic bidders for working of Silica Sand mine with ML over an extent of 32.59 Acre in Sy. No. 52, 632, 634 and 635 at Varagali hamlet of Momidi Village, Chillakur Mandal, Nellore Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years. The last date for submission of bids is 09.06.2017.

The Tender document can be downloaded from APMDC website www.apmdc.ap.gov.in from 18.05.2017 onwards.

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



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

6-2-915, 3rd Floor, Rear Block (HMWSSB premises), Khairatabad, Hyderabad - 500 004,
INDIA

Tel: +91 40 23323153, Fax: +91 40-23393152

E-Mail: apmdcltd@yahoo.com; apmdcltd@gmail.com

Website: www.apmdc.ap.gov.in

**TENDER DOCUMENT
FOR**

**Raising cum sale contract of
Silica Sand in Nellore District**

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SECTION-A

GENERAL INFORMATION

1. APMDC Limited is a Public Sector Company of State Govt. of Andhra Pradesh, primarily engaged in the business of Exploitation of Minerals and Developing Mining Infrastructure in the State.
2. APMDC Limited, Hyderabad hereinafter referred as the "Corporation" intends to enter into a contract for working of Silica Sand mine with ML over an extent of 32.59 Acr in Sy. No. 52,632.634 and 635 at Varagali hamlet of Momidi Village, Chillakur Mandal, (AP), Nellore Dist. A.P. on Raising-Cum-Sale Contract basis with private entrepreneur for a period of 5 years subject to renewal of Mining lease by DMG and contractor shall be responsible for getting the scheme of Mining and consent for operations.

The current mining lease will expire on **17.01.2019** The Corporation intends to apply for the renewal of the mining lease. However, the Corporation bears no responsibility for any delay and consequential risk in this regard.

Approved Mining Plan, Environmental Clearance and Consents for Establishment & Operation are valid up to as under:

- i. Approved Mining plan valid up to 31.03.2018
- ii. EC dated 10.10.2016 is valid for 2 years or the expiry date of mine Lease whichever is earlier
- iii. Consent for establishment dated 17.11.2016 valid for 2 years from date of issue
- iv. Consent for operations dated 20.12.2016 valid up to 31.12.2021

These need be renewed in time with the administrative assistance of the Corporation by the Contractor

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

THE ANDHRA PRADESH MINERAL DEVELOPEENT CORPORATION LIMITED

H. No: 6-2-915, 3rd floor, Rear Block

Hyderabad Metropolitan Water supply and Sewerage Board (HMWSSB Building)

Khairatabad, Hyderabad- 500004

Tel: 040-23323153,

Fax: 040-23393152

Website: www.apmdc.ap.gov.in

Email: apmdcltd@yahoo.com , apmdcltd@gmail.com

Contact Person : Sri.T.Nathaniel Dy.GM(Geo)

4. **Inspection of Quarry lease Area**

- a. Prospective Bidders can inspect the Mining lease area at Varagali hamlet of Momidi Village, Chillakur Mandal, Nellore Dist (AP) by contacting our Project Officer (Cheemakurthy) (Sri D Venkata Ramana, Ph No. 9490167233). Prospective Bidders are advised to inspect the site and the working conditions prevailing therein before

submitting their offer.

- b. Accessibility, infrastructure facilities, mine condition and working conditions etc, are also to be verified by the Prospective Bidders by themselves before submitting the offer. All arrangements required for inspection are to be made by the Prospective Bidders at their cost. The offers are deemed to have been submitted after having inspected the mine to their satisfaction.

5. Salient features of the Tender

1. Tender No & due date	Tender No: <u>APMDC/Silica sand/Nellore/2017-2018/</u> due on <u>09.06.2017</u>
2. Name of the Work	Working of Silica Sand mine with ML over an extent of 32.59 Acr in Sy. No. 52,632.634 and 635 at Varagali hamlet of Momidi Village, Chillakur Mandal, Nellore Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years
3. Tender document Fee (Non-Refundable)	Rs. 10,000/- (Indian Rupees ten thousand only) (Non refundable) The bid should be accompanied with the Tender fee in the form of a Demand Draft from any reputed scheduled commercial bank drawn in favour of the A.P Mineral Development Corporation Limited, payable at Hyderabad. Cash and Cheques will not be accepted.
4. Downloading of tender documents from APMDC website (www.apmdc.ap.gov.in)	18.05.2017 onwards
5. Earnest Money Deposit	Rs. 1,00,000 (Indian Rupees one lakhs only) The bid should be accompanied with the Earnest Money Deposit in the form of a Demand Draft from any reputed scheduled commercial bank drawn in favour of the A.P Mineral Development Corporation Limited, payable at <u>Hyderabad</u> . Cash and Cheques will not be accepted.
6. Last date for receiving queries from the Prospective Bidders	<u>24. 05. 2017</u> upto 1500 Hours
7. Pre-bid conference for interested bidders	25.05.2017 at 1500 Hours at APMDC Office
8. Clarification to Queries by APMDC	25.05.2017
9. Last date and time of receipt of the tender	<u>09.06.2017</u> upto 14.00 Hours
10. Tender opening	On <u>09.06.2017</u> at 15:00 Hours Without Tender fee and Earnest Money Deposit (EMD) Tenders shall be considered as unresponsive and summarily be rejected.
11. Place of receipt of tender	The Andhra Pradesh Mineral Development Corporation Limited, H.M.W.S.S.B Premises, 6-2-915, Rear Block, 3 rd Floor, Khairatabad, Hyderabad – 500 004.
12. Duration of work	5 years excluding the gestation period. The current Mining Lease will expire on 17.01.2019. APMDC intends to apply for the renewal of the mining lease. However, the

	Corporation bears no responsibility for any delay and consequential risk in this regard.
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6. Eligibility Criteria

Tender is open to all Firms / Companies whose net worth is more than Rs. 10.00 Lakhs and average annual turnover of their firm/company in last 3 years is not less than Rs.15 lakhs. The tenderer shall have mining experience in open cast mining at least for a period of 3 years and should have handled at least 30,000 MTs of OB/ROM per annum and shall submit proof to that effect. Bids incomplete in any regard will be considered as unresponsive and shall not be evaluated. The decision of the Corporation in this regard is final and binding

7. Process of submission of bids

The Bid shall be submitted in the name of the Bidder/ the Bidding Company. **The bid shall be in 3 parts.**

- a. The first part shall comprise cover I. consisting:
 - i. Demand Draft towards EMD of Rs. 1,00,000/- and DD towards cost of tender document of Rs. 10,000/-
 - ii. Annexure –I duly filled and signed.
- b.** The Second part shall comprise cover II. consisting:
 - i. Net-worth & turnover details of the last 3 years (Average Annual Turnover shall not be less than Rs. 25 lakhs). Turnover and Net-worth Certificate should be issued by qualified Chartered Accountant (CA). Proof of Mining Experience must also be enclosed.
 - ii. Annexure 2 as enclosed to tender schedule duly filled and signed.
 - iii. The power of attorney or authorization or any other document consisting adequate proof of the authority of the signatory to bind the tenderer.
 - iv. Complete Tender document duly signed on all pages affixing the seal at appropriate place.
- c. The Third part shall comprise cover III consisting:

Letter of offer as per Annexure - 3, and commercial bid as per Annexure - 4.
- d. All the three covers as above duly sealed and addressed to The Vice Chairman & Managing Director of the Corporation and bearing the name and address of the bidder shall be pinned together and dropped in the tender box kept for the purpose at the Corporation's registered Office.
- e. Tenders if sent by post must be sent under registered post. All the three covers shall be kept in an outer cover with superscription APMDC Tender No:APMDC/Silica Sand/Nellore/2017-2018/ due on 09.06.2017 duly addressed to the Vice Chairman &

Managing Director of the Corporation and bearing the name and address of the bidder. Corporation will assume no responsibility for the misplacement or premature opening of the tender so submitted. A tender opened prematurely for this cause will be rejected by the Corporation and returned to the Bidder under certificate of posting.

- f. APMDC reserves the right to reject any Bid if failed to comply with the above instructions
- g. The tender must reach the registered office of the Corporation at Hyderabad not later than 14.00 Hours on 09.06.2017. Tender sent by hand delivery should be put in a tender box at the registered office at Hyderabad not later than 14.00 hours on 09.06.2017. Tenders if sent by post must be sent under registered post in time so as to reach the concern by the scheduled time and date.
- h. Fax/e-mail offers whether received directly by the Corporation or submitted by local agents shall not be considered.

8. Opening of Bids

Sl.No.	Cover No	Date	Time
1.	I	<u>09.06.2017</u>	15.00 hrs
2.	II	<u>09.06.2017</u>	Thereafter
3	III	<u>09.06.2017</u>	Thereafter

Note

- i. Covers will be opened in presence of the available bidders or their authorized representatives. However, cover II of the bidders who have submitted valid EMD & Tender Document Fee in cover I only shall be opened and Cover III of only eligible bidders will be opened.
- ii. APMDC reserves right to reject any or all of the bids without assigning any reason whatsoever.

9. Period of Contract :

The contract would be for a period of 5 years excluding gestation period considered for mobilization of men and machinery which would be balance days remaining in the month of issue of LOI and one month thereafter in order to maintain calendar months for all purposes.

10. Minimum Production

It is envisaged that the contractor will maintain a minimum production of not less than 3500 MTs per month for the entire 5 year duration of the contract which is exclusive of gestation period.

However in the event the Contractor produces any quantity of material during the gestation period and desires to dispatch the same, he shall pay consideration for the actual quantity proposed to be dispatched at the finalized consideration rates and Seigniorage fee etc., as applicable.

11. Consideration amount payable to the Corporation:

- a. The bidder shall quote **Consideration amount payable (in INR) to the Corporation** in Rupees per Metric tonne with a base rate of INR 30 per metric tonne.
- b. The rates agreed and incorporated in the contract after finalization shall be valid for the entire five years period of the contract, gestation period so also for any extension consequential to force majeure if any.

12. Consideration

- a. The contractor shall pay to the Corporation every month for the quantity (MT) of Silica Sand produced and dispatched at the rates agreed for or for the minimum monthly assured quantity whichever is higher.
- b. Calculation of production and payment of consideration will be on calendar month basis subject to minimum assured quantity i.e. 2000 MTs per month.

13. Bid Evaluation

- a. The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.
- b. The bidder quoting the highest rate (H1) in terms of Rupees per MT of Silica Sand will be adjudged to be the successful bidder.
- c. In the event that the contract is not awarded to the H1 bidder as a result of unforeseen circumstances, H2 bidder will be given a chance to match the H1 rate and execute the contract.

14. Right to Negotiate

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

15. Unsolicited Modification (s) to the Tender

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

16. Pre-bid Conference

- a. Pre-Bid conferences of the Prospective Bidders shall be convened at the designated date, time and place as indicated in the Schedule. Prospective Bidders interested in

participation of Pre Bid conference should submit the tender fee as stipulated. A maximum of two representatives of each Bidder shall be allowed to participate on production of authorization letter from the Prospective Bidder and DD pertaining to Tender Fee.

- b. During the course of Pre-Bid conferences, the Prospective 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 Prospective 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, at 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.
17. The terms and conditions of Model Agreement in Section-D shall form part and parcel of this tender.

SECTION-B

INFORMATION TO BIDDERS

1. Preparation of Bid:

- a. Tenders written in pencil will not be valid. Erasing and overwriting shall be avoided. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.
- b. In the event of the space being insufficient for the required purpose, additional pages may be added. Each such additional page must be duly signed and numbered consecutively showing the tender number. In such cases, reference to the additional page (s) must be made in the tender form.
- c. The tender must be complete and free from ambiguity. The tender or accompanying documentation shall be in English or Telugu language. Bidders should indicate at the time of quoting against this tender their full postal address. Bidders shall sign their proposal with the exact name of the firm to whom contract is to be issued.
- d. The tender shall be duly signed on all pages 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 tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document consisting adequate proof of the authority of the signatory to bind the tenderer, shall be annexed to the tender. The Corporation may reject outright any Bid unsupported by the adequate proof of the signatory's authority.

The decision of the Corporation 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. 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 tenders reach this Office well before the closing date and time of the tender.
- b. The Corporation at its discretion may extend the dead line for submission of bids by issuing an amendment on the website 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.

4. 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 4. Withdrawal of Bid during the interval shall result in forfeiture of EMD.

5. Vague and indefinite expression

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

6. 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 mutually agreed extension thereof.
- b. The bidder will undertake not to vary/modify the tender during the validity period or any extension thereof.

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 contract without thereby incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the Corporation's action.

8. 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/ agreement with the Corporation within 15 days from the date of acceptance of his tender by paying the balance performance Security Deposit, PSD (balance after adjusting EMD against PSD) and also advance Dead Rent etc., as per clause 13.

11. Earnest Money Deposit (EMD):

The bidders are required to pay EMD amount of Rs.1.00 Lakhs by a crossed DD in favour of the A. P. Mineral Development Corporation Limited on any reputed scheduled commercial bank payable at Hyderabad.

- 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 summarily rejected.
- c. The EMD of the unsuccessful bidders will be returned within 30 days after the date of finalization of the tender by a crossed cheque. In case of the successful bidder(s) the same shall be converted as part Performance Security Deposit (PSD).
- d. The EMD shall be forfeited by the Bidders in the following events.
 - i. If the tender is withdrawn during the validity period of the bid and any mutually agreed extension thereof.
 - ii. If the tender is varied or modified during the validity period and any mutually agreed extension thereof.

If a bidder whose tender has been accepted but failing to sign the contract / agreement and submit balance performance security deposit as per clause-13 and also advance dead rent etc., as per clause-14 of this Section.

- iii. If a bidder submits unsolicited revised offer after opening of the bid(s).

12. Performance Security Deposit (PSD):

- a. The successful bidder (s) shall pay performance security deposit (PSD) Rs. **5 lakhs**.
- b. The EMD amount of the successful bidder will be adjusted against the Performance Security Deposit. The balance Performance Security Deposit amount shall be paid by the successful bidder(s) in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) on any reputed scheduled commercial bank to the Corporation as per the proforma in Section- C at the time of signing the contract. The PBG to be furnished by the successful bidder (s) to the Corporation as above should be valid for the total contract period of 60 months followed by gestation period from the date of the agreement_ with a claim period of 180 days from the date of expiry of the contract. The performance Security Deposit including Performance Bank guarantee shall not bear any interest. Any bank charges or commission on account of furnishing the performance bank guarantee shall be borne by the successful bidder only. Failure to comply with the requirements under this clause by the successful bidder shall lead to annulment of the contract and forfeiture of EMD submitted by the successful bidder. The Performance Security Deposit amount including Performance Bank Guarantee as above will be returned to the successful bidder by the Corporation within 7 months from the date of expiry of the contract, on production of "No dues certificate" issued by the authorized representative of the Corporation and an unconditional "No claim certificate" by the contractor.
 - ii. The Corporation reserves the right to forfeit PSD or adjust the amounts recoverable as against Performance Security Deposit (including invocation of Performance Bank Guarantee) in accordance with Failure and Termination clause 15 of Section-D (Model Agreement). The decision of the Corporation is final and binding on the bidder/ Contractor.
 - iii. The Corporation also reserves the right to adjust any sum of money due and payable by the contractor to the Corporation against Performance Security Deposit in case the

Corporation is unable to recover the due amounts from the contractor.

13. Payment of advance dead rent:

In addition to performance security deposit, the successful bidder is required to pay advance Dead Rent etc., for the 1st year period of the contract by a crossed DD drawn in favour of the A.P. Mineral Development Corporation payable at Vijayawada at the time of signing the contract alternately the payment can be effected through RTGS and submit the documentary evidence to that effect.

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

14. Correspondence:

All correspondence should bear reference of the tender number and due date.

15. Clarification in respect of incomplete offers:

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

16. Income Tax liability

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

17. Insurance

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

18. Tender Fee

Bids without payment of tender fee shall not be considered.

19. Refund of EMD

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

20. Terms and Conditions:

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

SECTION-C

PROFORMA PERFORMANCE BANK GUARANTEE

To
The Andhra Pradesh Mineral Development Corporation Limited (APMDC),
#6-2-915, 3rd Floor, Rear Block (H.M.W.S.S.B. Premises), Khairatabad,
Hyderabad-500004.

Dear Sirs,

In consideration of M/s Andhra Pradesh Mineral Development Corporation Limited, having its Registered office at Rear Block, III Floor, HMWSSB Premises, Khairthabad, Hyderabad – 500 004 (hereinafter referred to as the 'Corporation') which expression shall unless repugnant to the context or meaning thereof, including all its successors, and Administrators, Executors and Assigns and having entered into a contract dt.....(hereinafter called the 'Contractor'), which expression shall include all the amendments thereto with M/s.....

..... (Hereinafter referred to as 'Buyer' which expression unless repugnant to the context or meaning thereof, shall include all the Successors, Administrators, Executors and Assigns), for working of Silica Sand mine with ML over an extent of 32.59 Acr in Sy. No. 52, 632, 634 and 635 at Varagali hamlet of Momidi Village, Chillakur Mandal, Nellore District (AP) on Raising-Cum-Sale Contract basis for a period of 5 years and the Corporation having agreed that the Contractor shall furnish to the Corporation an irrevocable and unconditional Performance Bank Guarantee for the faithful performance of the entire contract to the extent of Rs.5,00,000 lakhs (Five lakhs only).

We------(name of the Bank with address)-----
----- (hereinafter referred to as 'BANK' which expression shall unless repugnant to the context or meaning thereof, include all its successors, Administrators, Executors and Assigns) do hereby Guarantee and undertake to pay immediately on first demand in writing Rs----- (Rupees-----only) in aggregate at any time without any demur, reservation, recourse, contest, or protest, and/or without any reference to the Contractor. Any such demand made by Corporation on the Bank in respect of this Performance Bank Guarantee shall be conclusive and binding notwithstanding any differences between the Corporation and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that Guarantee herein contained shall be unconditional and irrevocable and shall continue to be enforceable till it is discharged by the Corporation in writing.

2. The Corporation shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract. The Corporation shall have fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have

against the Contractor and to exercise the same at any time in any manner, and either to enforce, or forbear to enforce, any covenants contained or implied in the contract between the Corporation and the Contractor or any other course or remedy or Security available to the Corporation. The Bank shall not be relieved of its obligations under these presents by exercise by the Corporation of its liberty with reference to matters aforesaid or any of them or by any reason of any other Act or forbearance or any other Acts of omissions or commissions on the part of the Corporation or any other indulgence shown by the Corporation or any other matter or thing whatsoever, which under Law would, but for this provision have the effect of relieving the Bank.

3. The Bank also agrees that the Corporation at its option shall be entitled to enforce this Guarantee against the Bank as a Principle Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee that the Corporation may have in relation to the Contractor's liabilities.

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

5. We further agree that as between us and Corporation for the purpose of this Guarantee, any notice given to us by the Corporation that the money is payable by the Contractor and any amount claimed in such notice by the Corporation shall be conclusive and binding on us notwithstanding any difference between the Corporation and the Contractor, or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected/discharged by any change in our constitution or in the constitution of the Corporation or in that of the Buyer. We also undertake not to revoke this Guarantee during its currency. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs------(Rupees-----only) in aggregate and it shall remain in full force up to and including 60 months----- 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 60 months from-----or before the expiry of the 180 days after the expiry of extended period if any. If no such claim has been received by us within the 180 days after the said date/extended date, the right of the Corporation under the Guarantee will cease. However, if such a claim has been received by us within and upto 180 days after the said date/extended date, all the rights of the Corporation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank also agrees that courts of Hyderabad / Vijayawada shall have exclusive jurisdiction.
Dated this-----day of-----2017.

(Signature)

Witness:

1.

2.

SECTION-D
MODEL AGREEMENT

This agreement entered into on this----- day of-----2017 between the Andhra Pradesh Mineral Development Corporation Limited, a Company incorporated under Companies Act 1956 and having its Registered Office at Rear Block, III Floor, 6-2-915, HMWSSB Premises, Khairatabad, Hyderabad – 500 004 represented by its VC&MD, Tel:040- 23323153, Fax:040-23393152) referred to as the “Corporation” or “APMDC” which expression shall unless repugnant to the subject or context mean and include its successors, assigns and representatives etc., on one part,
AND

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

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

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

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

1. SCOPE OF THE WORK:

- i.
 - a. The Contractor is required to undertake the work on Raising Cum Sale Contract basis of Silica Sand from the quarry in Survey No.52, 632,634 & 635 at Varagali Hamlet of Momidi Village, Chillakur Mandal in Nellore District of Andhra Pradesh.

ii. MINIMUM PRODUCTION

- a. The contractor assures a minimum production of 2000 MTs per month. In case of non achievement of minimum production the contractor is bound to pay to the Corporation the consideration amount on the assured minimum production of 2000 MTs per Month.
- b. The production performance would be reviewed on yearly basis for making good the variation during each year taking into consideration 24000 MTs as annual production.

- c. The Contractor is entitled for a gestation period of the balance days in the month signing the agreement and the following month. No minimum production shall be insisted during the gestation period. However in the event the Contractor produces silica sand during the gestation period and desires to dispatch the same, he shall pay consideration for the actual quantity proposed to be dispatched at the rates at clause 3.i specified below and applicable Seigniorage fee etc.
- iii. Consideration amount is payable on the quantity (MT) of Silica sand produced and dispatched from the lease premises or the consideration on minimum assured quantity of 2000 MTs per month whichever is higher.
- iv. The Contractor shall conduct quarrying operations on scientific lines. All the manpower and machinery required to execute the works shall be arranged by the Contractor at his cost.
- v. The Contractor shall sort out any problems caused by the local people or villagers by himself for execution of the work under this contract.
- vi. All the supervisory staff statutorily required shall be appointed by the Contractor at his cost and keep the Corporation informed of such appointments and also termination of such appointments.
- vii. The Contractor shall specify the number of skilled and un-skilled workers employed and also machinery and equipment deployed, from time to time.
- viii. The Corporation shall deploy one person as resident representative whose salary and wage liabilities are to be borne by the contractor.

1. PERIOD OF THE CONTRACT:

- a. The effective date of the contract is _____
- b. The contract shall be in force for a period of five (5) years from the effective date of the contract.

2. CONSIDERATION:

- a. The contractor shall pay to the Corporation every month for the quantity (MT) of Silica Sand produced and dispatched at the rates agreed for or for the minimum monthly assured quantity whichever is higher.
- b. Calculation of production and payment of consideration will be on calendar month basis subject to minimum assured quantity i.e. 2000 MTs per month.
- c. The Contractor shall be permitted to dispatch the silica sand produced in any year for which payment has been effected to the Corporation in such year during the balance period of the Contract.

4. MODE OF PAYMENT OF CONSIDERATION

The Contractor shall make payment of the minimum assured consideration amount per month as above as at Clause 3 (i) on or before 7th of every month by a crossed DD or before lifting of the material whichever is earlier. Further the Contractor shall pay in advance for the quantity proposed to lift over and above the minimum monthly consideration amount at the rates as indicated in clause 3.i above.

5. STATUTORY PAYMENTS:

i. All the statutory payments like Dead-rent and seigniorage fee whichever is higher Cess and also other taxes like, Cess NALA, surface rent, cess, DMF, MERIT etc., and any other taxes/levies that may be levied from time to time shall be paid by the Contractor to the Corporation as per the payment schedule fixed by the Government. The Contractor requires to pay an amount of Rs 1,97,850/- towards Advance Dead Rent (@ Rs.15000/- per Hector) for the first year period of the contract at the time of signing the contract.

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

- ii. The Corporation shall arrange permits from the concerned authorities on receipt of consideration amount as well as other statutory levies from the Contractor.
- iii. All the other documents and arrangements for transportation etc., are to be arranged by the Contractor himself.

6. FAILURE TO PAY CONSIDERATION AMOUNTS

- i. In the event of failure of the Contractor to pay consideration amount(s) as per the contract,
 - a. The Corporation shall be at liberty to suspend further operations at its quarry as a measure of penalty by serving 7 days notice till considerations received without prejudice to its right under clause 14. Such suspension of the work by the Corporation does not absolve the Contractor of his contractual obligation to pay minimum consideration for the period(s) of suspension and subsequent month on the plea that production could not be raised due to suspension of the work by the Corporation.
 - b. The Corporation also reserves the right to restrain the Contractor to remove the machinery and equipment till realization of the dues payable to the Corporation.
 - c. In case the minimum monthly assured consideration amount is not paid by the contractor for 2 months, the Corporation shall have the right to terminate the contract under clause 14.i. forfeiting performance security deposit, by giving one month notice.
- ii. However, this clause will not apply if failure had resulted from stopping of quarry operation due to Force Majeure, as per clause 20 of this contract or Government intervention.

7. PERFORMANCE SECURITY DEPOSIT: (PSD)

- i.
 - a. The Contractor is required to pay Performance Security Deposit amounting to Rs.5,00,000 (Rupees Five lakhs only) to the Corporation. The EMD amount of Rs 1,00,000/- (Rupees One Lakhs only) paid by the Contractor along with his tender offer by DD No. ----- dt.----- on ----- bank is adjusted as part Performance Security Deposit. Towards the balance Performance Security Deposit the contractor submitted an unconditional and irrevocable performance Bank Guarantee No-----dt----- issued by-----Bank.
 - b. The Performance Security Deposit amount does not carry any interest and will be refunded within a period of 7 months from the date of expiry of the contract on production of an unconditional “no claim certificate against the Corporation” by the Contractor and “no dues certificate from the authorized representative of the Corporation.
 - c. The Corporation reserves the right to adjust the amounts due from the Contractor against Performance Security Deposit.
- ii. The Corporation reserves the right to forfeit the entire Performance Security Deposit in the event of non-performance of the contract. The decision of the Corporation shall be final and binding on the contractor.

8. LIFTING OF MATERIAL AT EXPIRATION OR SOONER DETERMINATION OF CONTRACT;

- i. At the expiration or sooner determination of the contract, the Contractor shall lift the material within three months from such expiration or sooner determination. In the event of the Contractor failing to lift the material within the said period, the material that were not lifted shall be the sole property of the Corporation and the Corporation shall have the right to sell them at any price to any buyer.
- ii. At the expiration or sooner determination of the contract and in the event the contractor is in dues to the Corporation, the Corporation shall have the right to sell the available stocks at any price to any buyer immediately after such expiration or sooner determination of the contract without any further notice and adjust the amount realized by the Corporation against such dues from the Contractor.

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

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

10. SUBLETTING OR ASSIGNMENT

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

11. INDEMNITY AGAINST LOSSES

- i. If the Contractor commits any default in any of the terms of the agreement, the Contractor agrees to indemnify the Corporation fully for such defaults or breach of the contract.
- ii. The Corporation reserves the right to set off the losses incurred by the Corporation due to failure on the part of the Contractor on any account against the Performance Security Deposit and or against any amounts available with the Corporation.

12. FAILURE AND TERMINATION:

- i. The Corporation reserves the right to terminate the contract at any time forfeiting the Performance Security Deposit due to unsatisfactory performance of the contract like failure to make payments as stipulated under clause 6 (i) (c) of this Contract, unscientific quarrying and failure to comply with the instruction of the Corporation in the quarrying operation etc.
- ii. If the Corporation authorities are required to terminate the contract on account of any violation of terms and conditions/default or breach of contract, by giving one month notice and the Contractor shall be liable for all losses/damages caused due to such termination, including forfeiture of PSD.
- iii. In the event of termination of the contract by the Corporation, the Corporation is not liable for any consequential losses/damages caused to the Contractor.

15. 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.

16. COMPLIANCE WITH STATUTES:

- i. The contractor should strictly adhere to the Approved Mining Plan and as well as stipulated conditions in Environmental Clearance issued by SEIAA AP, MoEFCC , GOI and Consents for Establishment and Operation issued by APPCB Zonal Office Vijayawada the copies are which are made over to the contractor.
- ii. The Contractor shall comply with all the relevant laws applicable in respect of this contract and shall be solely responsible for such compliance.
- iii. The contractor shall comply with all relevant provisions of the Mines Act, 1952, Mines and Minerals (Regulation) and (Development) Act, 1957, Maternity Benefit Act 1961, payment of wages (Mines) Act, 1936, Minimum Wages Act,1948, payment of Bonus Act, 1965, payment of Gratuity Act 1972, Workmen's Compensation Act, 1923 contract labour (Regulation and Abolition) Act, 1970 Employees Provident Fund Act, 1952, Employment

Exchange (compulsory notification of vacancies) Act, 1959, Industrial Disputes Act, 1947, Rules and Regulations framed under the above mentioned Act and any amendments that might be formulated from time to time as well as the governing statutory provisions under MoEFCC.

- iv. The Contractor shall rectify violations, if any, pointed out by Director of Mines Safety (DMS) within the stipulated time at his risk and cost. In case the violations are not rectified by the Contractor within the stipulated time, the Corporation shall rectify such violations and recover the cost incurred by it from the Contractor. So also in respect of lapses related to Environmental Clearance and Consents for Establishment and Operation.

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

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

18. POLICY OF GOVT/CLOSURE OF MINE:

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

19. FORCE MAJEURE

In the event of either party being rendered physically unable by force majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such causes actually lasts.

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

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

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

20. RESOLUTION OF DISPUTES

It is hereby agreed that all questions, disputes, differences arising under, out of or relating to this contract shall be subject to the exclusive jurisdiction of the Civil Courts within the local limits of Hyderabad (Telangana) where this contract is entered into or Vijayawada(AP) in case of shifting of the Corporation's Head office is shifted there to Vijayawada.

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

For M/S _____

For THE ANDHRA PRADESH
MINERAL DEVELOPMENT
CORPORATION

(Tenderer)

Ch. Venkaiah Chowdary
Vice Chairman & Managing
Director, APMDC

Witnesses

- 1.
- 2.

Witnesses

- 1.
- 2.

ANNEXURE – 1
(To be submitted in cover- I)

PROFORMA TO SUBMIT EMD & TENDER FEE

The Vice Chairman & Mg. Director
A P Mineral Development Corporation Ltd,
H.M.W.S.S.B Premises,
Rear Block, 3rd Floor,
Khairatabad, Hyderabad – 500 004

Sir,

Sub: Submission of EMD & TENDER FEE under Tender No. APMDC/Silica Sand/ Nellore/2017-2018/ due on 09.06.2017.

We are herewith submitting EMD as per the details given below:

APMDC/Silica Sand/ Nellore/2017-2018/ due on 09.06.2017.

	EMD	Tender Fee
1.	DD No:	DD No:
2.	Date:	Date:
3.	Amount Rs. 1.00 Lakhs	Amount Rs. 10000
4.	Name of the Bank:	Name of the Bank:

Drawn in favour of APMDC Ltd., payable at Hyderabad.

Thanking you,

Yours faithfully,

(Signature of Bidder with seal)
Date:

ANNEXURE-2
(To be submitted in cover II)

GENERAL INFORMATION ABOUT THE TENDERERS

1.	Name and full postal address of the party with telephone/fax Nos		
2.	Constitution of the Company private/ public limited company / partnership/ proprietorship with names of proprietor, Directors		
3.	Authorized and paid up capital of the company as on 31.03.2016		
4.	Net Worth of firm /company (Min. 10 lakhs)		
5.	Total turnover and net profit during the last 3 years (Minimum Rs. 25 lakhs)	Turnover Lakhs)	Net Profit (Rs. (Rs. Lakhs)
	2013-2014		
	2014-2015		
	2015-2016		
6.	The name and designation of the person who could be contacted for any details/Clarifications		
7.	Bankers reference if any Name and address of the Banker and Telephone number.		
8.	If Exporter i. RBI Code No. ii. Export /Import Code No.		
9.	If Recognized Export/Trading House i. Certificate No and date ii. Validity period		
10.	Whether Income Tax assessee, if so Permanent Account No and IT clearance Certificate to be enclosed		
11.	Business activities i. Manufacturing ii. Mining/Quarrying iii. Trading iv. Export		
12.	Details of the previous experience in Quarrying		
i.	Please specify the number of years of experience whether in own quarries or contract basis		

ii.	Quantity of Material produced 2013-2014 2014-2015 2015-2016	Quantity (MT)
iii.	Quantity raised and sold 2013-2014 2014-2015 2015-2016	Quantity (MT)
iv.	Details of quarries/quarry leases owned by the tenderer or operated by the tenderer on behalf of others for granite	
v.	Details of technical persons available under your control for opening the mines	
13.	Details of orders if any on hand for Silica Sand (Documentary proof may also be enclosed)	

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

Signature with office seal

**Name and designation
of the authorized signatory**

ANNEXURE-3
(To be submitted in cover III)

APMDC/Silica Sand/Nellore/2017-2018 Due on 09.06.2017

From

To
The Vice Chairman & Mg. Director
A P Mineral Development Corporation Ltd,
H.M.W.S.S.B Premises,
Rear Block, 3rd Floor,
Khairatabad, Hyderabad – 500 004.

Dear Sir,

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

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

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

Yours faithfully,

(Signature of the Bidder with seal)

Witness:

ANNEXURE-4

(To be submitted in cover III)

Form for working of Silica Sand mine with ML over an extent of 32.59 Acre in Sy. No. 52, 632, 634 and 635 at Varagali hamlet of Momidi Village, Chillakur Mandal, (AP), Nellore Dist. A.P. on Raising-Cum-Sale Contract basis for a period of 5 years.

TENDER NO. APMDC/Silica Sand/Nellore/2017-2018, DUE ON 09.06.2017.

1. Name of the tenderer with full
Address, fax and Telephone
Number :

2. Rates in Indian Rupees per Metric tonne (MT) of Silica Sand as per tender terms and conditions exclusive of statutory levies, like Seigniorage fee, DMF, MERIT, Cess and AP VAT (Sales Tax) / GST as applicable etc.

In figures and in words

(SIGNATURE OF THE BIDDER WITH SEAL)

DATE:

Ph No.

ANNEXURE-5

(To be submitted for attending Pre Bid conference / opening of the tender)

No.

The Vice Chairman & Mg. Director
A P Mineral Development Corporation Ltd,
H.M.W.S.S.B Premises,
Rear Block, 3rd Floor,
Khairatabad, Hyderabad – 500 004

Sub: Tender No. APMDC/Silica Sand/Nellore/2017-2018, due on 09.06.2017

Sir,

Shri. has been authorized to attend Pre - Bid conference / opening of the tender on 09.06.2017 at the Registered Office of the Corporation on my/our behalf.

Yours faithfully,

(Signature of the Tenderer with seal)