



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

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

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

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

**April 2018**

**E-TENDER  
FOR**

**PROCUREMENT OF CATERING SERVICES FOR MANGAMPET CANTEEN AT  
MANGAMPET BARYTES PROJECT AT KADAPA DISTRICT, NEAR KODURU  
VILLAGE, ANDHRA PRADESH FOR A PERIOD OF 3 YEARS, EXTENDABLE BY 2  
MORE YEARS AT THE SOLE DISCRETION OF THE CORPORATION.**

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

**Notice on e-tender for the procurement of catering services for Mangampet canteen at Mangampet barytes project, at Kadapa district, near Koduru village, Andhra Pradesh for a period of 3 years, extendable by 2 more years at the sole discretion of the Corporation.**

Tender No: APMDC/HRD/CS/03/2018 Dated.17.04.2018

APMDC intends to procure catering services for Mangampet Canteen at Mangampet Barytes Project, at Kadapa district, near Koduru village, Andhra Pradesh for a period of 3 years, extendable by 2 more years at the sole discretion of the corporation.

The bidders shall quote for the rate (per unit) for each of the meal categories (Breakfast, Lunch/Dinner, Snacks, and Beverages). Minimum weighted average (as per Bid evaluation criteria) shall be the criteria for bid evaluation and the lowest bidder L1 shall be declared as the successful bidder after quality checkup preferences experiences.

The tender document for the e-tender can be downloaded from the APMDC website [www.apmdc.ap.gov.in](http://www.apmdc.ap.gov.in) or from the website of AP E-Procurement [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in) from 17.04.2018 onwards. Terms and conditions, timelines etc. for participating in the e-tender shall be as provided in the tender document and the terms and conditions of AP E-Procurement portal shall also apply, if any.

The intending bidders shall register themselves with the AP E-procurement portal using valid Digital Signer Certificate. The bidders need to submit a bid security of INR 2,00,000 (Indian Rupees two lakhs only) through Online Payment in the E-Procurement portal or through DD/PO or RTGS/NEFT transfers.

Interested bidders can participate in the bidding only after payment of a non-refundable tender fee of **INR 10,000 (Indian Rupees Ten Thousand Only)** along with GST at the rate of 18% (**Total INR 11,800/- (Indian Rupees Eleven Thousand eight hundred only)**) by submission of physical DD drawn in favor of “The Andhra Pradesh Mineral Development Corporation Limited “or NEFT/RTGS transfers. The bidder shall upload receipt / transaction acknowledgment/ DD scan along with the Prequalification

documents in the Online portal. Last date for submission of Technical Bid online is 07.05.2018 by 15:00 hrs. Any further communications, amendments etc. shall be available on the website of APMDC and/ or on above website of AP E-Procurement and there will be no newspaper notification/advertisement in this regard.

Nodal Officer for this Tender Document shall be **Mr. A. Venkateswara Rao – General Manager –HRD, APMDC**, Email: [gm-hrd@apmdc.ap.gov.in](mailto:gm-hrd@apmdc.ap.gov.in), Phone: +91-866-2429999; Fax: +91-866-2429977.

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

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

### Schedule of Bidding Process

1. Publication of notice inviting tender in newspaper and on the APMDC website	17.04.2018
2. Posting of tender document on APMDC website & APTS website and Commencement of registration with APTS	17.04.2018
3. Last date for receiving queries from bidders	Before 1500 hours, 23.04.2018
4. E-mail address for submitting queries	apmdcltd@yahoo.com ,
5. Pre-bid conference for registered bidders	24.04.2018
6. Response to queries by APMDC	25.04.2018
7. Last date for submission of hard copy to APMDC and uploading of technical Bid on APTS	07.05.2018 - 15.00 Hours,
8. Date of E-Tender (Commercial Bid opening) of technically qualified bidders	08.05.2018
9. Announcement of Successful Bidder	09.05.2018 – 15.00 Hours

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## 1. 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 mineral based industries & mining infrastructure in the state of Andhra Pradesh. APMDC is set to undertake several innovative and definitive measures in this regard.

The tender document is being issued by APMDC for procurement of catering services for Mangampet Canteen at Mangampet Barytes Project, at Kadapa district, near Koduru village, Andhra Pradesh for a period of 3 years, extendable by 2 more years at the sole discretion of the corporation.

## 2. Eligibility Criteria

- a) The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted engaged in catering services, who should have required licenses issued by Food Safety & Standard Authority of India (FSSAI)

*Certificate of Registration for the firm and attested copies of Food License needs to be submitted in this regard*

- b) The Bidder must have an Experience of serving to any Government Sector / any PSU bodies for more than 2 years.
- i. Must have served at least 3 customers for providing catering services of not less than 160 meals for a particular time (lunch). or
  - ii. Must have served at least 2 customers for providing catering services of not less than 200 meals for a particular time (lunch). or
  - iii. Must have served at least providing catering services of not less than 400 meals for a particular time (lunch) average 3 months in the last FY 2016-17.

*Experience Certificate indicating the names of Customers served along with the number of persons served signed by the statutory auditor of the bidder in respect of the experience to be provided. Work order as proof of the relevant Experience also needs to be enclosed*

- c) The Bidder must have an average annual turnover of not less than INR 75 Lakh in the last financial year.

*A Certificate from the statutory Auditor of the bidder needs to be submitted to this extent*

- d) The Bidder must have a minimum net worth of INR 20 lakhs

- e) The bidder must not have been blacklisted by any of the Organization at any point of time and no criminal/civil case is pending against the said Caterer.

*A Declaration to this effect signed by the Authorized signatory of the Bidder needs to be submitted*

- f) The Bidder must have its registered office in Andhra Pradesh.

- g) The Bidder must have submitted tender document fee and Bid Security

### 3. Scope of Work

Providing Catering services at APMDC office at Mangampet Barytes Project Site, Koduru, Andhra Pradesh for a period of 3 years, extendable by 2 more years at the sole discretion of the corporation.

- a. The Successful bidder shall provide regular catering services in the Dining Area and/or administrative building premises at Mangampet Barytes Mine, Kadapa
- b. The Contractor shall provide the following meals as per the timelines:
- i. Breakfast : from 7:00 am to 10:00 am
  - ii. Lunch: from 1:00 pm to 2:00 pm
  - iii. High Tea & Snacks: from 4:30 pm to 6:00 pm
  - iv. Dinner: from 8:00 pm to 9:30 Pm
- c. Contractor may be required to serve about 300 breakfasts, 400 lunches, 300 evening snacks, 700 tea/coffee and 50 Dinners on an average per day as per menu list at 3 (m). This number may vary on day to day basis.
- d. The food should reach the venue 15 minutes before the scheduled time. No Delay will be entertained under any circumstances. However, the request for delay may be considered in unavoidable circumstances with prior information or approval from the competent authority
- e. Manpower requirement:

Cook	Counter Staff	Cleaning Staff	Helper
02	03	03	01
<b>Total manpower</b>			09

- f. The contractor's main responsibility shall be to
- a. arrange to provide skilled manpower as per approximate numbers shown in Clause 3.e.
  - b. Purchase required quality materials / ingredients for preparing food
  - c. Purchase required material for cleaning utensils / floor areas / kitchen / dining hall, etc,
  - d. Prepare & serve the food as per menu list.
- g. All food items should be cooked in Refined Sunflower Oil (with AGMARK/FAO approved only). Milk (buffalo/cow), Tea-leaves/Powder , coffee powder of standard quality should be used.
- h. All grocery items should be of high quality (preferably with FSSAI approved)

- i. **Sanitation Items:** The Caterer should provide the sanitation items like soap oil / hand wash liquids for washing the hands & tissue papers at all the locations where the food is served. Replenishing of the items is the responsibility of the Caterer only.
- j. **Dustbins with Garbage covers:** The Caterer should provide required dustbins and garbage covers at all the locations at food serving area and the disposal of garbage on daily basis is the responsibility of the Caterer only.
- k. **Storage of food items:** Items like Jam, Pickles, Butter, Salt, and Sugar should be kept /stored properly in a neat and clean place near dining areas to avoid insects/mosquitoes. The items should be checked at regular intervals and should be replenished based on the requirement.
- l. The Corporation shall provide the following Facilities and items to the Contractor
  - i. Space for operation of Canteen services
  - ii. Electricity
  - iii. Raw Water for washing purpose and drinking water
  - iv. Furniture and Infrastructure
  - v. Kitchen appliances and Utensils available with the Corporation
  - vi. LPG Gas connection set up including cost of LPG consumption
- m. The Contractor shall provide meals based on the following menu

<b>Breakfast Items (Any one on a particular day)</b>		
<b>Sl. No</b>	<b>Items</b>	<b>Quantity</b>
1.	Pulihora with Chutney	200 gm.
2.	Lemon Rice with chutney	200 gm.
3.	Pongal with Chutney/Sambar	200 gm.
4.	2 Idly with Wada, Chutney/Sambar	250 gm.
5.	Upma with Chutney	200 gm.
6.	Dosa (Plain/Masala)	1 No with 200 gm. each
7.	Poori with Curry	2 Nos with 150 gm. each
8.	Chapati with Kurma	2 Nos with 200 gm. each

<b>Lunch/Dinner Items (All Items on a particular day)</b>		
<b>Sl. No</b>	<b>Items</b>	<b>Quantity</b>
1.	Rice	500 gm.
2.	Sambhar	100 gm.
3.	Rasam	100 gm.
4.	Curd	150 gm.
5.	Curry	150 gm.



6.	Chutney	15 gm.
7.	Papad	1 Nos

<b>Snacks (Any Item on a particular day)</b>		
Sl. No	Items	Quantity
1.	Bhajji	100 gm.
2.	Masala Vada	150 gm.
3.	Mixture	100 gm.
4.	Jilebi	100 gm.
5.	Mysore pack	100 gm.

<b>Beverages (Any Item on a particular day)</b>		
Sl. No	Items	Quantity
1.	Coffee	1 No
2.	Tea	1 No
3.	Milk	1 No

**n. Payment Terms**

- i. The payments shall be made to the contractor after completion of every month based on the invoice/ bills to be furnished in duplicate.
- ii. The Contractor shall furnish invoice/bills by the 5<sup>th</sup> of every month
- iii. All payments will be made in Indian Rupees and will be subject to Indian withholding Taxes.
- iv. The applicable service tax/GST shall be paid by APMDC as per the bills submitted.
- v. The monthly invoice/bill shall be accompanied by the following:
  1. Record of the number of food coupons (distributed by the Corporation to its staff) collected for each category of meal, along with the coupons.

**4. Pre-Bid Conference**

- a. Bidders may seek clarifications or request further information regarding this Tender Document.
- b. Any queries or requests for additional information concerning this Tender Document may be sent by e-mail to the Corporation at [apmdltd@yahoo.com](mailto:apmdltd@yahoo.com)
- c. The email should clearly bear the following subject line: "Queries/Request for Additional

Information under Tender no. APMDC/HRD/CS/03/2018 Dated.17.04.2018 for Procurement of Catering services

- d. 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.
- e. The queries should be emailed on or before the due date specified for receiving queries.
- f. 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.
- g. The Corporation shall upload the responses/ clarifications for queries on the APMDC website. The source of the query will not be mentioned.
- h. A maximum of two representatives of each Bidder shall be allowed to participate in pre bid conference on production of duly issued authorization letter from the Bidder and proof of identity documents. During the course of pre-bid conference(s), the Bidders may seek additional clarifications and make suggestions for consideration of the Corporation.
- i. The Corporation shall endeavor to provide clarifications and such further information, as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive tender process.
- j. The Corporation may also on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Corporation shall be deemed to be part of the Tender Document. Provided however, that any non-written clarifications and information provided by the Corporation, its employees, consultants/advisors or representatives in any manner whatsoever shall not in any way or manner be binding on the Corporation.
- k. The Corporation reserves the right to reschedule or cancel the pre-bid conference due to unforeseen circumstances with prior intimation to the Bidders.

## 5. Terms and Conditions

### 5.1. Tender Document Fee

Bidders are required to remit non-refundable and non-transferable tender document fee of INR 10,000 along with GST at the rate of 18% (**Total INR 11,800/- (Indian Rupees Eleven Thousand eight hundred only)**) in favor of The A. P. Mineral Development Corporation Limited for participation in the Tender. Tender document fee may be received either in form of DD / PO or through RTGS / NEFT / SWIFT transfers. Document fee may be remitted through RTGS/ NEFT/ SWIFT as follows

The account details for making remittances to APMDC are as follows:

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

### 5.2. Bid Security

The Bidders shall submit a Bid Security of INR 2,00,000 (INR two lakhs) in the form of Online payment in AP E Procurement portal or in the form of DD / PO or through RTGS/ NEFT/ SWIFT. APMDC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. No payment by Third Party on behalf of the Bidder shall be accepted. No Bidder is exempted from the requirement of paying the Bid Security for participation in the bid process.

RTGS/ NEFT/ SWIFT transfers may be made to the Account of APMDC as per clause 5.1.

- I. The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to the APMDC under the Tender Document and/or otherwise, under, inter alia, the following condition:
  - a. If a Bidder varies/modifies the Bid during the Bid validity period and any extension thereof as agreed between the Bidder and APMDC; or
  - b. If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in Clause 5.18 of this Tender Document; or
  - c. If a Bidder does not submit the commercial bid; or
  - d. 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

- e. 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
  - f. 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
- II. In respect of Successful Bidder(s), the Bid Security amount submitted by them will be adjusted against Performance Security Deposit (PSD) in case PSD is given through cash or DD. Alternately, Bid Security will be refunded after submission of irrevocable Performance Bank Guarantee (PBG) of 100% value.
- III. Under the normal circumstances the Bid Security of the unsuccessful Bidders will be returned within 30 days from the date of signing the contract(s) with successful Bidders. However, APMDC may adopt such procedure as it may deem fit under the circumstances for the return and timing of return of Bid Security to the unsuccessful Bidders.

### **5.3. Amendment of Tender Document**

- i. At any time prior to the e-auction 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.
- ii. Any Addendum/Corrigendum issued hereunder shall be posted on the website of APMDC at <http://www.apmdc.ap.gov.in/>
- iii. 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 e-auction due date, if required.
- vi. APMDC also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding Process at any stage without providing any reason whatsoever.

### **5.4. Contact Persons**

Name of the Contact Person: A.Venkateswara Rao, General Manager(HRD), APMDC

Email ID: [apmdcltd@yahoo.com](mailto:apmdcltd@yahoo.com)

Contact No: 0866-2429999

5.5. APMDC reserves the right to stop/ postpone/ cancel the e-auction at any stage without assigning any reason thereof.

5.6. APMDC reserves the right to accept or reject the highest rate offered in the e-auction without assigning any reasons thereof.

### **5.7. Preparation of Technical Bid:**

- a. The Technical Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

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

#### **5.8. 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.

#### **5.9. Process of submission of bids**

- a. **Transaction Fee for Tender: All the participating bidders should pay a Transaction fee of Rs. 7,500/- + GST** online in the E-Procurement portal during Bid submission and this shall be payable to M/s. A.P. Technology Services Limited, Hyderabad by adopting the following channels / modes of payment: 1. Net banking 2. Credit cards/Debit cards (Any MASTER / VISA Card) issued by any bank 3. NEFT/RTGS Challan payment by utilizing the Payment Gateways provided in the portal. Please note that CC/DC payment options would incur higher charges than Net banking / NEFT Challan payments.
- b. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform at **www.apecurement.gov.in** by following the procedure given below. The bidder would be required to register on the **e-procurement market** place **www.apecurement.gov.in** or **https://tender.apecurement.gov.in** and submit their bids online. Offline bids shall not be

entertained by the Tender Inviting Authority for the tenders published in AP e-procurement platform.

- c. The bidders shall submit their eligibility and qualification details, Technical bid etc., in the online standard formats UNDER PQ/TQ templates as displayed in **AP e-Procurement web site**. The bidders shall also upload the scanned copies of all the relevant certificates, documents etc., which shall include the following:
- i. Declaration letter, vide Appendix 1
  - ii. Details of the Bidder, vide Appendix 2
  - iii. Technical and Financial details of the bidder for the last 3 years vide Appendix 3. This should be certified by the Statutory Auditor of the Bidder
  - iv. The following extracts of Audited financial reports for the last 3 years
    - a. Auditor's Report
    - b. Balance sheet
    - c. Statement of Profit & loss
    - d. Schedules to balance sheet and statement of Profit & loss
    - e. Notes forming part of financial statements
  - v. Power of Attorney/Board Resolution in favor of the signatory (Appendix 4)
  - vi. Tender Document Fee and Bid Security (Demand Draft or Proof of payment as the case may be)
  - vii. Any other documentary proof with respect to the conditions prescribed under the Eligibility Criteria (clause 2) of the RFP

All the relevant documents, certificates shall be uploaded in the e-Procurement web site before the technical bid due date. APMDC may reject any bid that is not complete in terms of submission of the documents mentioned above and the decision of APMDC shall be final and binding in this regard.

- d. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. APMDC may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of APMDC in this connection is final and binding on the bidder.
- e. **The bidders shall submit the commercial bids in the standard online format provided by the technical bid due date.** They shall also upload online scanned copies of commercial bid as per Appendix 5 respectively. The commercial bid of only the eligible technically qualified bidders shall be opened.
- f. The bidders shall quote the rate per unit for each category of meals (exclusive of GST) as provided in Appendix 5. This rate will be the bid parameter for evaluation
- g. **Registration with e-Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s.Vupadhi Techno Services Pvt Ltd on 040-

39999700/701/702/703/704, www.apecurement.gov.in

or

<https://tender.apecurement.gov.in>.

- h. Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, you may please Contact: Andhra Pradesh Technology Services Limited, BRKR Bhavan, B-Block, Tankbund Road, Hyderabad-500022. Phone: +91-40-23220305, Fax: +91-40-23228057

(OR)

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

**Hard copies:**

All Documents that shall be uploaded on the E-Procurement portal along with technical bid shall also be submitted in original in a sealed envelope addressed to the Vice-Chairman and Managing Director of the APMDC at the address on the first page of the tender document super-scribing "submission of Technical Bid under Tender No: APMDC/HRD/CS/03/2018 Dated.17.04.2018 due on 07.05.2018 " before technical bid submission closing due date and time.

In the case of any discrepancy between the documents uploaded on E-Procurement portal and the hard copies submitted to APMDC, APMDC may reject the bid and the decision of the corporation shall be final and binding in this regard. **The bidder shall not submit their commercial bid as part of hard copy submission. However, the bidders shall submit the commercial bid as per the online format provided in the E-Procurement portal by technical bid due date.**

**5.10. Late bids**

- a. Tenders received after due date and time of closing will be out rightly rejected. Corporation will not be responsible for the loss of tender or for transit delays. Bidders are advised in their own interest to ensure that their bids are submitted and documents are uploaded in the APTS portal and also that the hard copies reach this Office well before the closing date and time of the tender.
- b. The Corporation at its discretion may extend the deadline for submission of bids by issuing an amendment on the website of APMDC and APTS in which case all rights and obligations of the Corporation and Bidders previously subject to the original dead line shall thereafter be

subject to new deadline as extended.

### 5.11. 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 6 shall be provided in respect of the Authorized representative).
- b. In case of unscheduled holiday on the closing / opening day of the tender the next working day will be treated as scheduled day of closing / opening of the tender, the time notified remaining the same.
- c. The corporation shall initially evaluate only the technical bids as per the timeline mentioned in the tender document and only the E-Tender (Commercial bids) of eligible/ technically qualified bidders shall be opened.

### Note

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

### 5.12. Evaluation of Bids

- a. The Bidder shall quote for unit rate (Rs./meal) for each of the 4 categories of meals, which shall include 300 Breakfasts, 450 Lunch/Dinner, 300 evening snacks and 700 Beverages. The bidder obtaining the lowest Bid evaluation score as per its rate quoted shall be declared as the Successful bidder. The Bid Evaluation score shall be calculated as follows:

MEAL CATEGORY	Rate per Unit	Number	Cost/meal category
Breakfast	R1	300	$C1=R1 \times 300$
Lunch/Dinner	R2	450	$C2=R2 \times 450$
Snacks	R3	300	$C3=R3 \times 300$
Beverages	R4	700	$C4=R4 \times 700$
TOTAL			$C1+C2+C3+C4$

Bid Evaluation Score (S) =  $C1 + C2 + C3 + C4$ , as per the table above

Where,

- R1: Unit Rate quoted for Breakfast
- R2: Unit Rate quoted for Lunch



- R3: Unit Rate quoted for Snacks
  - R4: Unit Rate quoted for Beverages
- b. The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.

**5.13. Period of validity of bids**

Validity date is 60 days from last date of submission.

**5.14. Withdrawal of bids:**

No Bid shall be withdrawn in the interval between submission of Bids and expiry period of validity as per the Clause 5.13. Withdrawal of Bid during the interval shall result in forfeiture Bid Security.

**5.15. APMDCs right to accept/reject bids:**

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

**5.16. Failure and Termination**

- a. The Corporation reserves the right to terminate the contract at any time forfeiting the Performance Security Deposit due to unsatisfactory performance of the contractor like Compliance to proper quality standards, Timely food delivery etc.
- b. 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.
- c. 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.

**5.17. Performance Security Deposit**

- a. The successful bidder (s) shall pay performance security deposit (PSD) Rs. **5 lakhs**.
- b. The Bid Security 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 Appendix 6 at the time of signing the contract. The PBG to be furnished by the

successful bidder (s) to the Corporation as above should be valid for a period of 60 months from the date of the contract with a claim period of 180 days from the date of expiry of the contract. The performance Security Deposit including Performance Bank guarantee shall not bear any interest. Any bank charges or commission on account of furnishing the performance bank guarantee shall be borne by the successful bidder only. Failure to comply with the requirements under this clause by the successful bidder shall lead to annulment of the contract and forfeiture of EMD submitted by the successful bidder. The Performance Security Deposit amount including Performance Bank Guarantee as above will be returned to the successful bidder by the Corporation within 7 months from the date of expiry of the contract, on production of "No dues certificate" issued by the authorized representative of the Corporation and an unconditional "No claim certificate" by the successful tenderer/contractor.

- c. 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 5.16. The decision of the Corporation is final and binding on the bidder/ Contractor.
- d. 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.

#### **5.18. 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.

**5.19. Indemnity**

It is the prime responsibility of the Contractor 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.

**5.20. Transfer of tender document**

The tender documents are non-transferable.

**5.21. 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.

**5.22. Income Tax liability**

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

**5.23. Insurance**

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

**APPENDIX – 1**  
**DECLARATION LETTER**  
(on letterhead of the Bidder)

Date:

Place:

To  
Vice Chairman & Managing Director,  
The Andhra Pradesh Mineral Development Corporation Limited (APMDC),  
Door No. 294/1D,  
100 feet Road (Tadigadapa to Enikepadu Road),  
Kanuru, Vijayawada – 521137

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

Dear Sir

Sub: 1. Procurement of Catering services for Mangampet Canteen at Mangampet Barytes project for 3 years, extendable by 2 more years at the sole discretion of the corporation.

Ref: E-Tender APMDC/HRD/CS/03/2018 Dated.17.04.2018.

1. We, M/s \_\_\_\_\_ (Name of the Bidder) submit herewith our Bid in respect of the Procurement of Catering services for Mangampet Canteen at Mangampet Barytes project in response to the Tender document issued by APMDC under tender reference mentioned above.
2. We hereby confirm that:
  - a. We have examined in detail and have understood the terms and conditions stipulated in the Tender Document and the subsequent clarifications/amendments issued by APMDC.
  - b. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the Tender, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors, omissions or commissions in our Bid.
  - c. We confirm that our Bid does not contain any conditions.
  - d. We shall make available to APMDC any additional information it may find necessary or require to supplement or authenticate the Bid.
  - e. We acknowledge the right of APMDC to reject our Bid without assigning any reasons or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
3. We declare that:
  - a. We have examined and have no reservations to the Bidding Documents, including any Addendum/ Corrigendum issued by APMDC in future; and

4. We agree and undertake to :
  - a. Abide by all the terms and conditions of the Tender document.
  - b. Keep this offer valid up to 60 (sixty) days from the Bid Due date.
  
5. The undersigned is the Authorized Person to submit this Document as per the Power of Attorney/Board resolution submitted along with the Bid Submissions.

For and on behalf of:

Signature:

(Authorized Representative and Signatory) Name of  
the Person, Designation:

(Name and seal of the Bidder)

**APPENDIX – 2**  
**DETAILS OF BIDDER**  
(On letterhead of bidder)

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company:
  
3. Details of the Authorized Signatory who will serve as the point of contact/ communication for APMDC:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone & Mobile Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. GSTIN (Copy of Registration Certificate to be submitted).
  
5. PAN Number given by Income Tax Department (Copy of PAN Card to be submitted)

For and on behalf of:

Signature:

(Authorized Representative and Signatory) Name of the  
Person, Designation:

(Name and seal of the Bidder)

**APPENDIX 3**  
**TECHNICAL AND FINANCIAL CAPABILITY OF BIDDER**  
 (On letterhead of bidder)

(Refer Eligibility Criteria For Bidders)

(To Be Certified by Statutory Auditor of the Bidder)

a. Experience Details

S. No.	Name of Customer	Financial Year	No of persons Served
1	M/s _____	FY ____	
2	M/s _____	FY ____	

b. Annual Turnover

Name of the Bidder	2016-17	Annual Average Turnover

c. Net Worth

(In Rs. crore)

Name of the Bidder	Net worth for the latest year (2016-17)	
	1. Subscribed and Paid-up Equity	
	2. Reserves	

	3. Revaluation reserves	
	4. Miscellaneous expenditure not written off	
	5. reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

Name of the Audit Firm:  
Registration Number of the Audit Firm:  
Seal of the Audit Firm:

(Signature, Name and Designation  
of the Authorised Signatory)

Date:

Instructions:

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

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

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



**APPENDIX 4**  
**Format for Power of Attorney for Authorized signatory**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), \_\_\_\_\_ son/daughter/wife \_\_\_\_\_ of \_\_\_\_\_ and presently residing at \_\_\_\_\_, holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] for providing Catering services for Mangampet Canteen at Mangampet barytes Project, APMDC, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to APMDC, representing us in all matters before APMDC, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with APMDC in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with APMDC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

FOR

(SIGNATURE)

(NAME, TITLE,  
ADDRESS)

WITNESS:

- 1.
- 2.

(ACCEPTED)

(SIGNATURE)

(NAME, TITLE, ADDRESS OF THE  
ATTORNEY)

**[NOTARIZED]**

- a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**APPENDIX 5  
FORMAT OF COMMERCIAL BID**

<b>MEAL CATEGORY</b>	<b>Rate per Unit</b>	<b>Number</b>	<b>Cost/meal category</b>
Breakfast		300	
Lunch/Dinner		450	
Snacks		300	
Beverages		700	
TOTAL for 300 breakfasts, 450 lunch/dinners, 300 evening snacks and 700 Beverages			
GST			
Total Amount inclusive of Taxes			

Those who have L1 will be inspected for quality check evaluation.

**APPENDIX 6  
PERFORMANCE BANK GUARANTEE**

To

The Andhra Pradesh Mineral Development Corporation Limited (APMDC),  
Door No. 294/1D , 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru,  
Vijayawada – 521137.

Dear Sirs,

1. In consideration of M/s Andhra Pradesh Mineral Development Corporation Limited, having its Registered office at Door No. 294/1D , 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru, Vijayawada – 521137 (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 providing catering services for Mangampet canteen at Mangampet Barytes project, APMDC, 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) in addition to the EMD of Rs 2.00 lakhs (Rupees two lakhs thousand only) converted into Performance Security Deposit.

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

be enforceable till it is discharged by the Corporation in writing.

2. The Corporation shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the contract. The Corporation shall have fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce, or forbear to enforce, any covenants contained or implied in the contract between the Corporation and the Contractor or any other course or remedy or Security available to the Corporation. The Bank shall not be relieved of its obligations under these presents by exercise by the Corporation of its liberty with reference to matters aforesaid or any of them or by any reason of any other Act or forbearance or any other Acts of omissions or commissions on the part of the Corporation or any other indulgence shown by the Corporation or any other matter or thing whatsoever, which under Law would, but for this provision have the effect of relieving the Bank.

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

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

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

6. Notwithstanding anything contained herein above our liability under this Guarantee is limited to Rs------(Rupees-----only) in aggregate and it shall remain in full force up to and including 180 days----- unless extended further, from time to time for such period as may be instructed in writing by M/s Andra Pradesh Mineral Development Corporation Limited on whose behalf this guarantee has been given in which case it shall remain in full force up to and including 180 days after expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of the extended period. Any claim under this Guarantee must be received by us before the expiry of 180 days from-----or before the expiry of the 180 days after the expiry of extended period if any. If no such claim has been received by us within the 180 days after the said date/extended date, the right of the Corporation under the Guarantee will cease. However, if such a claim has been received by us within and upto 180 days after the said date/extended date, all the

rights of the Corporation under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

**(Signature)**

Witness:

1.

2.