



# The Andhra Pradesh Mineral Development Corporation Limited

(A State Government Undertaking)

E-TENDER

FOR

Selection of CA Firm for Internal Financial Compliances

<p align="center"><b>The A.P. Mineral Development Corporation Limited</b> (A State Government Undertaking)</p>	
<p><b>294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, PenamaluruMandal , Vijayawada - 521137, Andhra PradeshTel: +91 866 2429999, Fax: +91 866 2429977</b></p>	
<p><b>Nodal Officer</b> Sri Y.Surendra Babu (Asst. Manager-Civil) Contact: 8639393752 Email id: <a href="mailto:contracts-ho@apmdc.in">contracts-ho@apmdc.in</a></p>	
<p><b>Tender No.: APMDC/HO/P&amp;C/CA Firm- Internal Financial Compliances /2025-26/</b></p>	
<p><b>Dated: 27.06.2025</b></p>	

**Tender Document Fee (Non-Refundable):INR11,800 (Rupees Eleven housand Eight Hundred only, inclusive GST at18%)**

**Note: The Tender Document Fee is non-refundable and non-transferable.**

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**NOTICE INVITING TENDER (NIT)****The A.P. Mineral Development Corporation Limited****294/1D,TadigadapatoEnikepadu100ft.Road,KanuruVillage,PenamaluruMandal, Vijayawada -  
521137, AndhraPradesh****Tel: +91 866 2429999, Fax: +91 866 2429977****E-Mail: contracts-ho@apmdc.in****Selection of CA Firm for Internal Financial Compliances.****Tender No: APMDC/HO/P&C/CA Firm-Internal Financial Compliances /2025-26****Dated.27.06.2025**

The Andhra Pradesh Mineral Development Corporation Limited (hereafter referred as 'APMDC'), fully owned by the Govt. of Andhra Pradesh, invites e-tenders from reputed, experienced and competent bidders for Selection of CA Firm for Internal Financial Compliances(through e-tendering).

The e-tender shall be published in the Online E-procurement portal of AP at [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in). The intending bidders shall register themselves with the AP E-procurement portal using valid Digital Signer Certificate. The bidders need to submit a bid security of INR 2,00,000/- (Rupees Two Lakhs only) through Online Payment in the E-Procurement portal.

The tender document can be viewed on [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in) or on [www.apmdc.ap.gov.in](http://www.apmdc.ap.gov.in) from 27.06.2025 onwards. Terms and conditions, timelines etc. for participating in the e-tender shall be as provided in the tender document and the terms and conditions of AP E-Procurement portal shall also apply, if any.

Interested bidders can participate in the bidding only after payment of a non-refundable tender fee in addition to Bid Security payment through online payment in E-procurement portal. The bidder shall upload receipt/transaction acknowledgment along with the Technical Bid documents in the Online portal. Last date for submission of Technical Bid online is 17.07.2025 by Time: 05:00 pm. Any further communications, amendments etc. shall be available on the above website of AP E-Procurement and the website of APMDC and there will be no newspaper notification/advertisement in this regard.

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

**Sd/-****Managing Director  
(Representing Governor of Andhra Pradesh)**

## 1. Schedule for the Tender

Sl. No.	Parameter	Details
1	Date of publication of NIT	27.06.2025
2	Availability of tender documents on the e-tendering portal of Government of Andhra Pradesh	27.06.2025
3	Last date of receiving pre-bid queries from Bidders	04.07.2025
4	Pre-bid meeting	07.07.2025 @ 03:00 PM @ APMDC Office, Vijayawada
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	08.07.2025
6	Bid Due Date	17.07.2025 17:00 Hrs
7	Opening of Techno-Commercial Bid	17.07.2025 17:10 Hrs
8	Announcement of Technically Qualified Bidders	To be communicated later
9	Opening of Price Bid	To be communicated later
10	Issue of LoA to Successful bidder	To be communicated later

## 2. Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Selection of CA Firm for Internal Financial Compliances.
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	Mandatory requirements to participate in E-Tender	All the participating bidders should: <ul style="list-style-type: none"> <li>Register themselves in the AP eProcurement portal <a href="http://www.tender.apecurement.gov.in">www.tender.apecurement.gov.in</a></li> <li>Have a valid Digital Signature Certificate (DSC) of signing type.</li> </ul>
5	Tender Document Fee (non-refundable) including GST	INR 11,800 /- (Rupees Eleven Thousand eight hundred only) including GST @18%. Payable online on the e-tender portal of GoAP ( <a href="http://www.tender.apecurement.gov.in">www.tender.apecurement.gov.in</a> )
6	AP E-Procurement Transaction fees for the tender	All the participating bidders should pay the applicable fee along with tax online in the E- Procurement portal during Bid submission
7	E-Corpus Fund	The Selected Bidder(s) shall pay 0.04% of ECV (estimated annual contract value) with a cap of Rs.10,000/- for all works with ECV up to Rs.50 crores, and Rs.25,000/- for works with ECV above Rs.50 crores before entering into agreement / issue of purchase orders, towards e-Corpus fund
8	Minimum Monthly Service Fee	INR 16,86,750/- (Rupees Sixteen Lakhs Eighty-Six Thousand Seven-Hundred and Fifty only)
9	Earnest Money Deposit (EMD)	INR 2,00,000 (Rupees Two Lakhs only) Payable online on the e-tender portal of Government of Andhra Pradesh ( <a href="http://www.tender.apecurement.gov.in">www.tender.apecurement.gov.in</a> )
10	Amount of Performance Security	10% of the Annual Contract Value
11	Nodal Officer	Sri Y.Surendra Babu (Asst. Manager-Civil) Contact: 8639393752 Email id: contracts-ho@apmdc.in
12	E-mail address for submitting pre-bid queries	<a href="mailto:contracts-ho@apmdc.in">contracts-ho@apmdc.in</a>
13	Address of the APMDC Limited	294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal, Vijayawada-521137, Andhra Pradesh, India
14	Bid document No.	<b>APMDC/HO/P&amp;C/CA Firm-Internal Financial Compliances/2025-26</b>
15	Pre-bid meeting venue	APMDC Corporate office at Vijayawada

### 3. Disclaimer

- 3.1 This Bid document is neither an agreement nor an offer by APMDC to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 3.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by APMDC. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for APMDC to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APMDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 APMDC, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither APMDC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. APMDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document.

- 3.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 APMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Andhra Pradesh and on the website of APMDC. It is the duty of Bidders to visit the e-procurement portal and the website of APMDC regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by APMDC. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of APMDC with respect to this Bid document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by APMDC. Any breach by the Bidder of this Clause shall be deemed to be in

non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. APMDC's decision in this regard shall be final and binding on the Bidder.

- 3.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.
- 3.15 This tender document is being issued by APMDC for Selection of CA Firm for Internal Financial Compliances.



## 4. Abbreviations

APMDC	The Andhra Pradesh Mineral Development Corporation
BG	Bank Guarantee
BOQ	Bill of Quantity
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
For	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

## 5. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either APMDC or to the Bidders;
- 5.2 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 5.3 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by APMDC and the Price Bid, submitted strictly in the formats provided by APMDC. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by APMDC;
- 5.4 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with APMDC;
- 5.5 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 5.6 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 5.7 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 5.8 “EMD” means the amount submitted by a Bidder to APMDC for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 “Final Price Offer” at any point of time shall mean the lowest price that has been submitted by a Qualified Bidder
- 5.10 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 5.11 “Financial Year” means the 12 months period from 1<sup>st</sup> April to 31<sup>st</sup> March corresponding to the audited annual accounts;
- 5.12 “Letter of Award (LoA)” means the written official intimation by APMDC notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;

- 5.13 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.14 “Notice Inviting Tender” or “Bid document” or “RfP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by APMDC vide Bid document No. **APMDC/HO/P&C/CA Firm - Internal Financial Compliances/2025-26/** dated 27.06.2025 for Selection of CA Firm for Internal Financial Compliances and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This Bid document;
  - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by APMDC subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.15 “APMDC” means The Andhra Pradesh Mineral Development Corporation Limited having its corporate office at Vijayawada, Andhra Pradesh including its successor and assignees or its representatives;
- 5.16 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 5.17 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 5.18 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.19 “Reverse auction” shall have the meaning ascribed to in Clause 9.4
- 5.20 “Revised Price Bid” shall have the meaning given to it in Clause 8.21.1; to be kept in case of L1 selection only
- 5.21 “Selected Bidder” shall have the meaning given to it in Clause 8.21;
- 5.22 “Successful Bidder” shall have the meaning given to it in Clause 8.22;
- 5.23 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 5.24 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of APMDC as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 5.25 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;

- 5.26 “Tender Document Fee” shall have the meaning as set forth in Clause 8.6;
- 5.27 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.

## 6. Scope of Services

- 6.1 The Corporation is inviting proposals for the selection of agency to provide professional services for ensuring internal financial compliance, including verification of transactions, adherence to applicable accounting standards and statutory regulations, preparation of periodic financial statements, and support in audit readiness and asset verification, thereby facilitating accurate and efficient financial reporting.
- 6.2 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 6.3 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

## 7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<p><b><u>Technical Criteria</u></b></p> <ol style="list-style-type: none"> <li>1. The Bidder should be a chartered Accountancy firm duly registered with The Institute of Chartered Accountants of India (ICAI)</li> <li>2. Head office of the firm shall be located in Andhra Pradesh &amp; any one office of the firm shall be located in Vijayawada during the last three years from the date of this tender document.</li> <li>3. Bidder should have a minimum experience of 5 years from the date of registration.</li> <li>4. Bidder should be empaneled with the Comptroller &amp; Auditor General of India (C&amp;AG) during FY2022-23, FY 2023-24 and FY 2024-25.</li> <li>5. Bidder Firm should have minimum 7 partners, of which 3 Partners should be FCA and should be associated with the firm for a minimum period of 3 years</li> <li>6. Bidder should have successfully completed each of the following works, in atleast 3 (three) of the last 5 (five) financial years (FY2019-20, FY2020-21, FY2021-22, FY2022-23 &amp; FY2023-24), for any Central/State Govt. organizations/ departments/divisions/PSUs:               <ol style="list-style-type: none"> <li>i) Preparation of IND AS financial statements and submission &amp; co-ordinating with the C&amp;AG authorities in the audit process</li> <li>ii) Statutory Audit</li> <li>iii) Internal Audit</li> <li>iv) Physical verification of stocks, stores</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>a) Copy of Registration Certificate under ICAI.</li> <li>b) Proof of address of Head office &amp; office in Vijayawada.</li> <li>c) Proof of empanelment with CA&amp;G</li> <li>d) Proof of Partners's FCA &amp; association with the bidder.</li> <li>e) Copies of valid work order along with completion certificate of the project(s) as a proof of satisfactory execution of similar services.</li> </ol>

#	Criteria	Required Documents
	and fixed assets  <i>Note: Bidders may submit prior experience from a single entity or multiple entities to meet the eligibility criteria. Experience of multiple workstreams need not be for the same 3 years, as long as they are delivered for 3 out of the 5 financial years.</i>	
7.2	<b>Financial Criteria</b> i) Bidder should have an average annual turnover of atleast <b>Rs.1 Crore (Rupees One Crore only)</b> during the financial years FY2021-22, FY 2022-23 and FY 2023-24. ii) The bidder should have positive net worth as on <b>31.03.24.</b>	a) Certificate from statutory auditor or independent chartered accountant, along with copies of audited financial statements for the last 3 years
7.3	Other Criteria	
7.3.1	The Bidder can be either:  i) a registered partnership firm, or ii) An LLP Firm	Copies of a) Registered partnership firm • Registration certificate • Deed of Partnership b) LLP firm • Certificate of Incorporation • Deed of Partnership
7.3.2	The bidder must have valid PAN&GST	Copies of valid PAN&GST
7.3.3.	The Bidder should not have been banned/blacklisted by APMDC or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5
7.3.4	Tender Document Fee, EMD amount and Power of Attorney	a) Proof of payment of Tender Document Fee; Please refer to Clause 8.6 for further details b) Proof of payment of EMD; Please refer to Clause 8.7 for further details. c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. (Kindly refer Clause 8.5)

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer may be considered subject to the condition that the detailed Contract/Work Order covers the entire range of services as mentioned in the Bid document. Following documents shall be furnished by the sub-contractor
  1. Relevant contracts and Work Orders with the main agency containing the scope of services and the value of the contract or Work Order; and
  2. Completion certificate issued by the Competent Authority/ statutory auditor of the principal employer in favour of the main agency showing due completion of the package.
- d. Bidding in the form of a consortium is **NOT** allowed.



## 8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Andhra Pradesh ([www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal ([www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)) and the website of APMDC ([www.apmdc.ap.gov.in](http://www.apmdc.ap.gov.in)). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Document Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned in Chapter 10.
- 8.4 Both the Techno-Commercial Bid and the Initial Price Bid have to be submitted on the e-procurement portal of the Government of Andhra Pradesh. It is hereby clarified that the Financial Bid will comprise of two rounds. The Qualified Bidders shall be eligible to participate in the electronic reverse auction and submit their "Final Price Offer".
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.6 Tender Document Fee
- 8.6.1 The Bidder shall pay a non-refundable amount ("Tender Document Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Document Fee is also indicated in the Data Sheet.

- 8.6.2 The Bidders, who are exempted to deposit Tender Document Fee due to any exemption granted by the Government of Andhra Pradesh or Government of India are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit Tender Document Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit (EMD)
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.
- 8.7.2 Mode of Payment:  
The EMD shall be payable online on the e-tender portal of Government of Andhra Pradesh ([www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)).  
For the avoidance of doubt, it is clarified that APMDC shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.3 Return of EMD:  
The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Andhra Pradesh.
- 8.7.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Andhra Pradesh/Government of India, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7.5 The EMD of the Selected Bidder shall be returned upon the Selected Bidder furnishing the Performance Security.
- 8.7.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by APMDC as a genuine pre-estimated compensation and damages payable to APMDC for, inter alia, the time, cost and effort of APMDC without prejudice to any other right or remedy that may be available to APMDC hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Selected Bidder fails to acknowledge and return to APMDCa signed copy of the LoA or Agreement within the timeframe allowed by APMDC;
- iii) if the Selected Bidder fails to submit the Performance Security within the timeframe allowed by APMDC;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Selected Bidder, does not comply with the requirements of the Price Bid
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

8.8 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by APMDC. Under exceptional circumstances, APMDC may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of APMDC to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

8.9 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by APMDC. The responses to the queries received shall be published by APMDC on the e-procurement portal of the Government of Andhra Pradesh and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.

- 8.10 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, APMDC may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Andhra Pradesh and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, APMDC may at its own discretion also extend the Bid Due Date.
- 8.11 Extension of Bid Due Date: APMDC may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 8.12 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
  - ii) received all relevant information requested from APMDC;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of APMDC relating to any of the matters related to this tender or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with APMDC) and performance of all of its obligations thereunder;
  - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from APMDC;
  - vi) agreed to be bound by the undertakings provided by it under and in terms; and

APMDC shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by APMDC.

- 8.13 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, APMDC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further APMDC reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for APMDC's action. Decision of APMDC shall be final and binding in this regard. APMDC reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 8.14 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.
- 8.15 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 8.15.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Andhra Pradesh. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:
- i) Documents Supporting Eligibility Criteria (Refer Chapter 7)
  - ii) Techno-Commercial Bid checklist as per Annexure 6
  - iii) Mandate Form for Bank payment through e-mode as per Annexure 7
- 8.15.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Andhra Pradesh as per the price bid format in Annexure 4.

## 8.16 Material deviation

8.16.1 Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.16.2 APMDC may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. APMDC may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify non-material non-conformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of APMDC by the date specified therein, may result in the rejection of its Bid. APMDC, however, is not bound to waive such non-conformity under this Clause 8.16.2.

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

APMDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

8.18 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.

8.19 Evaluation of Techno-Commercial Bids:

8.19.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.

8.19.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by APMDC, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.

8.19.3 If required, APMDC may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with APMDC or submission of any additional documents, not specifically asked for by APMDC will be allowed and even if submitted, they may not be considered by APMDC.

8.19.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

8.19.5 Based on the evaluation of the Techno-Commercial Bids as well as any shortfall documents submitted by the Bidders within the timeframe allowed by APMDC (Refer Clause 8.19.3), the list of Technically Qualified Bidders shall be prepared.

8.19.6 <<Not Applicable>>

## 8.20 Opening and Evaluation of Price Bids

8.20.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

## 8.21 Selected Bidder:

The Bidder who submits the lowest Price Bid shall be the Selected Bidder. The Selected Bidder shall be issued the LoA. APMDC reserves the right to negotiate the price with the Selected Bidder before issue of the LoA. The Selected Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Selected Bidder shall be forfeited by APMDC. In such a case, APMDC reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.21.

8.21.1 **Tie Bidders:** In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids, APMDC shall invite the tied bidders to make a presentation to the Tender Committee. The bidders shall be required to make a presentation, covering the following broad points:

- a) Prior experience of working with various Govt. of AP entities
- b) Prior experience of working with clients in the Mining sector
- c) Understanding of the scope of work specified in the tender
- d) Proposed Approach & Methodology for executing the scope of work

Selected bidder shall be determined from amongst the “Tie Bidders” based on the evaluation of the presentation made to the Tender Committee. The decision of the APMDC in this regard shall be final and binding on all bidders.

8.22 **Signing of Agreement:** Within 7 (seven) days of receipt of the counter signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Selected Bidder, failing which the Performance Security shall be forfeited and appropriated by APMDC. Upon signing of the Agreement, the Selected Bidder shall be



considered to be the “Successful Bidder”.The pro-forma of the Agreement is provided in Annexure 2A hereof.

- 8.23 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The successful bidder shall pay performance security deposit (PSD) equal to 10% of the Annual Contract Value, as discovered through the tender process.

Performance Security Deposit amount shall be paid by the successful bidder(s) in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) in favor of APMDC, payable at Vijayawada from any Scheduled Commercial Bank, owned by Central/State Govt. in India as per the pro-forma in Annexure 8 at the time of signing the contract. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Vijayawada.

The Performance Security will be valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended for every year at least 30 days before the expiration of its validity, till completion of the agreement period. Failure to extend Bank Guarantee within stipulated time shall form event of default by the Bidder and the Bank Guarantee shall be forfeited in addition to other consequences of default.

The PSD will be returned within 03 months from the date of expiry of the contract, on production of “No dues certificate” issued by the authorized representative of the APMDC and an unconditional "No claim certificate" by the Successful Bidder.

## 9. Additional Instructions to Bidders

### 9. Site-visit:

- 9.1.1 Bidders who have paid the Tender Document Fee, on producing the proof of such payment may visit the project site and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.
- 9.1.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. APMDC will only facilitate their visit.
- 9.1.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.
- 9.1.4 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit.

### 9.2 Pre-bid meeting:

- 9.2.1 A pre-bid meeting shall be arranged by APMDC; the venue, date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform APMDC by email (Refer Data Sheet), along with the names of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. This is required to ensure that APMDC can make adequate arrangement for hosting the Pre-bid meeting, depending upon the total number of attendees.
- 9.2.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

### 9.3 Reverse Auction – Not Applicable

## 10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Andhra Pradesh ([www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed/accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/termination of contract/Agreement.
- 10.4 The Bidder will submit their Techno-Commercial Bid and Price Bid online.
- 10.4.1 Log on to e-procurement portal: The Bidders have to log onto the e-procurement portal of the Government of Andhra Pradesh ([www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 10.4.2 Bid submission:
- After paying the Tender Document Fee & EMD, pay the Transaction Fee (*@ 0.03% of ECV (estimated annual contract value) with a cap of Rs.10,000/- (Rupees ten thousand only)*) by selecting the mode of payment as online, click on continue then, select the payment gateway after the successful payment you will get the continue button.
  - Now attach the entire mandatory documents by clicking on the action icons, the first icon is to attach the documents from your common folder where bidder documents are already available in the document library. The second icon is to attach the documents from your desktop or folder. After attaching the entire mandatory document click on continue to proceed further

- c) Attach the eligibility documents by the clicking the first icon under the action column In the commercial stage enter the financial price by clicking on the first icon and the second icon is to attach the documents like price bid form as it is not mandatory all the tenders , whenever department user asked the documents.
- d) After attaching all the mandatory documents then the filled status will change to green colour indicating the filled status.
- e) Next the bidder has to enter the initial price offer in the commercial form and click on the save button
- f) After clicking on save button, user will get a dialog box where they can see the encryption certificate to encrypt your price. So, select your encryption certificate and click on register to save price
- g) After selecting, the encryption certificate you will get an alert as saved successfully and if you want to edit or check you price once again click on decrypt button select your encryption certificate and check/edit your price.
- h) After the price saved, both the bid forms will be filled status in green colour indicating successfully attached all documents, Now click on save and continue.
- i) Re-verify the document you have attached in the Stage form by clicking on the Red Cross button and if the documents are properly verified then document status will change to green colour indicating documents verified successfully.
- j) After verifying the documents click on the final bid submission button and it shows the dialog box of Em signer where signing certificate will be displayed. Now select the certificate and click on register

System generated acknowledgement receipt for successful bid submission: System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

- 10.5 Modification of bids: Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.6 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of APMDC with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of

receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of APMDC.

- 10.7 Evaluation of Techno-Commercial Bids: The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, APMDC may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. However, no changes in the Price Bid shall be sought, offered or permitted. No modification of the bid or any form of communication with APMDC or submission of any additional documents which are not specifically asked for by APMDC, will be allowed and even if submitted, they will not be considered by APMDC. Additionally, information shall also be sent by e-mail, but it will be the Bidder's responsibility to check their email id regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of email will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, APMDC shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 10.8 Based on the evaluation of the Techno-Commercial Bids, the list of technically qualified Bidders shall be prepared and the same shall be selected in the portal and such Bidders shall also be informed through system. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of APMDC with their Digital Signature Certificates.
- 10.9 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of APMDC and submitted to the competent authority of APMDC for approval and further necessary action.
- 10.10 Upon approval and completion of the due process of APMDC, the Selected Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through email/registered/ speed post to the office address of the Selected Bidder.

## **Annexure 1: General Conditions of Contract-Services**

### **1. Definitions**

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order/ Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order/ Agreement or such other place or places at which any work has to be carried out as may be approved by the APMDC;
- 1.4. "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order/ Agreement is placed and shall be deemed to include the supplier in successors (approved by APMDC) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order/ Agreement;

### **2. Scope of Services**

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

### **3. Instructions, Direction & Correspondence**

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by APMDC.
- B) All the work shall be carried out under the direction of and to the satisfaction of APMDC.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to APMDC shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to APMDC.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

#### **4. Service Order / Agreement Obligations**

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case may be), the APMDC reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order / Agreement shall, in all respects, be deemed to be and shall be construed and operate as an Indian Contract in conformity with the Indian Laws.

#### **5. Modification in Service Order / Agreement**

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by APMDC by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. APMDC shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.

## **6. Use of Service Order / Agreement Documents & Information**

- 6.1. The Service Provider shall not, without APMDC's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the APMDC in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service Provider shall not, without APMDC's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

## **7. Patent Rights, Liability & Compliance of Regulations**

- 7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against APMDC based on any such alleged patent infringement and to pay all costs, expenses and damages which APMDC may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Service Provider shall indemnify APMDC against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.
- 7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the APMDC from any claims/penalties arising out of any infringements.

## **8. Performance Security**

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LoA, or
  - If the Service Provider abandons the work before its completion or during its extended period, or



- If the work performed by the Service Provider is not as per the Agreement, or
- On breach of Service Order / Agreement by the Service Provider.

8.3. The proceeds of Performance Security shall be appropriated by the APMDC as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the APMDC may be entitled to as per terms and conditions of Service Order / Agreement.

8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. APMDC's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

## **9. Delivery of Services**

9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.

9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of APMDC. Any request concerning delay will be null and void unless accepted by APMDC.

## **10. Terms of Payment**

10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.

10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.

10.3. No advance shall be paid and no letter of credit shall be issued.

10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.

- 10.5. No interest charges for delay in payments, if any, shall be payable by APMDC.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

## **11. Subcontracting /out-sourcing/ sub-letting/ Assignment**

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from APMDC side for the services for which such subletting is sought. However, the APMDC management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision.

Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

## **12. Cancellation of Service Order /Agreement**

- 12.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, APMDC shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by APMDCif:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between APMDC&Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,

- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to APMDC arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, APMDC reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. APMDC reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by APMDC for the non-performance by the Service Provider. APMDC may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of APMDC shall be final. This notice shall be in accordance with Clause 12.1.

### **13. Right to risk for procurement / rendering of services**

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, APMDC shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by APMDC, at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of APMDC for any other action including termination of the Service Order / Agreement.

### **14. Force Majeure**

- 14.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:
- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt

such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;

B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

14.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

14.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

## **15. Dispute Resolution**

15.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order/ Agreement (including its interpretation) between APMDC and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and APMDC within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Vijayawada. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

15.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central

Government in force in India. The Courts at Vijayawada shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

## **16. Governing Language**

The Service Order / Agreement shall be written in English language as specified by the APMDC in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

## **17. Notices**

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **18. Permits & Certificates**

- 18.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold APMDC harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

## **19. General**

- 19.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.
- 19.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.
- 19.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the APMDC owing to the Service Provider's failure to adhere to any of the instructions given by the APMDC in connection with the contract execution shall be recoverable from the Service Provider.

#### 19.4. Recovery of sums due

All costs, damages or expenses which the APMDC may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by the APMDC (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to the APMDC, on demand, the balance amount.

### 20. Liability and Indemnity

#### 20.1. Service Provider shall indemnify, defend and hold APMDC harmless against:

- a) any and all third party claims, actions, suits or proceedings against APMDC, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of APMDC, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by APMDC from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of APMDC, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to APMDC. The Service Provider shall not utilize APMDC's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the APMDC and in which case, the Service Provider shall be liable to APMDC to pay compensation to the full extent of damage / loss and undertake to pay the same.

- 20.2. APMDC remains indemnified (even if the Service Order/ Agreement ends pre-maturely) towards all or any obligations due to APMDC by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **21. Publicity & Advertising**

Service Provider shall not without the written permission of APMDC make a reference to APMDC or any Company affiliated with APMDC or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

## **22. Blacklisting**

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iv) If the business concern/entity refuses / fails to return the APMDC's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which APMDC has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

## **23. Statutory and Legal requirements**

- 23.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

- 23.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 23.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of APMDC. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

## **24. Safety**

- 24.1. The Service Provider shall comply with all the stipulations and requirements of DGMS as well as with other applicable laws concerning mine safety and as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall also be responsible for complying with the statutory obligations of the state Pollution Control Board and other environmental and safety regulations. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 24.2. APMDC may from time to time audit the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by APMDC as a result of such audit.
- 24.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform APMDC without any delay.
- 24.4. The Service Provider shall indemnify APMDC from any liability falling on APMDC due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If APMDC is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to APMDC by the Service Provider as if APMDC has paid on their behalf. The same shall be adjusted from the invoices payable by APMDC to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by APMDC.



## **Annexure 2: Special Conditions of Contract**

### **1. General**

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

### **2. Scope of work, service requirements including technical parameters**

The selected firm shall undertake the following activities:

#### **2.1. Financial Reporting & Statutory Audit Support**

- a) Preparation of Quarterly, Half-Yearly, and Annual Financial Statements as per strict timelines given by the management.
- b) Preparation of detailed schedules for key financial statement items such as accounts receivable, accounts payable, fixed assets, and inventory etc.
- c) Ensure all journal entries, adjusting entries, and accruals are properly documented and justified before the audit.
- d) Ensure any necessary adjustments (e.g., accruals, depreciation, or corrections) are properly recorded and supported by valid documentation before they are presented during the audit.
- e) Ensure all pre-audit tasks are completed within the deadlines, allowing for a timely audit process and minimizing delays.
- f) Ensure all records, documents, and schedules are ready for review by external auditors and C&AG authorities.
- g) Provide auditors with access to all relevant documentation and facilitate their work by ensuring everything is in order

#### **2.2. Pre-Audit & Controls**

- a) Performing verification checks to confirm and ensure that financial transactions are in accordance with internal policies, external regulations, and accounting standards before making payment.
- b) Verification and confirmation that all necessary supporting documentation (invoices, receipts, contracts, etc.) is present, complete, and accurate.
- c) Ensure financial transactions are recorded in the correct accounts and periods.
- d) Improvement of effectiveness of internal controls over financial transactions and accounting processes.
- e) Help streamline accounting processes to ensure the accurate and efficient handling of financial records in preparation for the audit.
- f) Communicates findings, discrepancies, or areas of concern to senior management before the audit, enabling them to take corrective actions if necessary.
- g) Provides management with a clear picture of the company's financial health and areas that may need attention prior to the audit.

### **2.3. GST, Tax & Regulatory Compliance Support**

- a) Ensure the financial records comply with legal requirements such as tax laws and industry-specific regulations.
- b) Ensuring compliance with all tax and financial reporting regulations, including timely filing of GST, TDS, Income Tax returns, and adherence to other applicable statutory requirements.
- c) Representation before tax authorities in connection with any tax issues (GST and Income Tax) for the matters arising from the date of appointment.
- d) Ensure timely and accurate compliance with SEBI LODR Regulations, including quarterly financial reporting and corporate governance norms.
- e) Preparation and submission of any other financial data/reports as and when required by SEBI as part of post-issue bonds compliance mechanism.

#### 2.4. **Physical Verification**

- a) Conducting physical verification of stocks, stores, and fixed assets of the corporation as per the physical verification program of the corporation

#### 2.5. **Field Visits & Training**

- a) Travel to project offices and verification of all accounting and financial transactions & submission of necessary reports as desired by the management from time to time.
- b) Travel to project offices and provide training to project accounts department/staff as and when required.
- c) The Corporation shall not provide any Travel Allowance (TA), Daily Allowance (DA), or accommodation for any visits, meetings, site inspections, or any other engagements related to this Tender. All expenses incurred in this regard shall be borne solely by the bidder.

#### 2.6. **Team Required**

Firm shall deploy Two (2) working teams and one monitoring team consists of the following.

- a) A dedicated team of not less than six members, comprising one FCA Partner, one ACA Partner, and four semi-qualified CA/CMA professionals for managing day-to-day activities, including pre-audit services on all working days of the corporation.
- b) Another team of not less than six members, comprising one FCA Partner, one ACA Partner, and four semi-qualified CA/CMA professionals responsible for traveling to branch locations to verify branch accounting and financial transactions, and to conduct physical verification of stocks, stores, and fixed assets in accordance with the corporation's physical verification program.
- c) The work of both teams shall be supervised by a FCA Partner with over 20 years of post-qualification experience, who is responsible for ensuring the timely execution and delivery of all activities as per the defined scope.

#### 2.7. **Deliverables**

The selected firm shall be responsible for submitting the following deliverables (Non Exhaustive):

##### **i. Monthly Deliverables:**

- a) Verification of BRS and IBT
- b) Reconciliation of TDS, GST TDS, TCS and GST and their timely remittance
- c) Filling of GSTR-7, GSTR-1, GSTR-6, GSTR -3B and Form -27C
- d) Monthly book closure
- e) Travel to project offices and verification of payments made at branch level.
- f) Verification of day to day payments made at HO.
- g) Reconciliation of the list and amount of bondholders for accurate computation and
- h) timely provisioning of interest in books of account
- i) Reconciliation of consolidated funds flow statement

## ii. Quarterly Deliverables:

- a) Quarterly closure of books of account and preparation of Quarterly financials
- b) (Standalone/ Consolidated)
- c) Submission of data to Auditors in connection with the LLR to stock exchanges
- d) Submission of data to Internal Auditors
- e) Making estimate of Income tax liability and payment of Advance tax
- f) Reconciliation and payment of interest on bonds and accounting as per Ind As.
- g) Physical verification of reconciliation of stocks.
- h) Filling of TDS and TCS returns
- i) Reconciliation of ITC as per books with the GSTR-2A
- j) Reconciliation of TDS, TCS with 26AS statement.
- k) Reconciliation of the list and amount of bondholders for accurate computation and
- l) timely payment of interest.
- m) Reconciliation of Accrued interest on FDR's.
- n) Preparation of quarterly statement for fund utilisation.
- o) Disclosure of defaults on payment of interest / loan obligations

## iii. Annual Deliverables:

- a) Annual book closure and preparation of unaudited annual financials (Standalone/ Consolidated)
- b) Submission of data to Auditors in connection with the LLR to stock exchanges
- c) Annual disclosure of Related party transactions report.
- d) Annual physical verification of stocks, stores and fixed assets.
- e) Filling of TDS and TCS annual returns
- f) Reconciliation of ITC as per books with the GSTR-2A
- g) Reconciliation of TDS, TCS with 26AS statement.
- h) Preparation of detailed schedules for key financial statement items
- i) Submission of data to Internal Auditors
- j) Preparation of audited financial statements ( Standalone/ Consolidated)

- k) Submission of data to statutory auditors
- l) Submission of data to C&AG auditors for conducting supplementary audit.
- m) Preparation and submission of replies to provisional comments of C&AG.
- n) Preparation and submission of replies to final comments of C&AG to the Board.

### **3. Contract period**

- 3.1. The contract shall remain in force for a period of 02 years from the date of signing of the agreement.
- 3.2. Upon satisfactory performance, the agreement can be extended for a period of 12 more months with mutual consent and negotiation, at the discretion of APMDC with the similar terms and conditions.
- 3.3. However, if the performance of the service provider is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of APMDC and other statutory bodies, issued from time to time for safe and successful operation and maintenance, APMDC reserves the right to cancel the contract after giving 30 days of notice, and shall be entitled to get the work completed at the Service Provider's risk and cost.
- 3.4. APMDC may issue a notice of suspension to the Service Provider at any time during the agreement directing to suspend all or any part of the operations, stating the estimated length of and reason for the suspension. The Service Provider shall, on receipt of a notice of suspension, take all reasonable steps to immediately suspend all services. Duration of the agreement may change as per discretion of APMDC.

### **4. Milestones**

*Not Applicable*

### **5. Scope of Work of APMDC**

<<Not Applicable>>

### **6. Payment terms:**

- 6.1. Selected bidder shall be paid Monthly Service Fees based upon verification of the agreement conditions and subject to fulfillment of statutory payments every month and satisfactory execution of work and submission of deliverables as per the timelines mentioned in the scope of work.

- 6.2. The payments shall be considered with the support of receipts of ESI & EPF, and any other statutory payments required to be submitted by the bidder for the preceding month for realization of the payment for the existing month as per terms and conditions of contract agreement.
- 6.3. Payment shall be payable to the bidder after deductions of applicable taxes and duties under statutory rules including income Tax act from time to time on Monthly Service Fee.
- 6.4. It is mandatory to the service provider to indicate their bank account number and other relevant e- payment details so that payments can be made through ECS/ NEFT mechanism instead of payment through cheques. No advance payment will be made.

## **7. Price Revision**

- 7.1. The price as quoted by the service provider in the Price Bid will be fixed and there shall be no price escalation during the agreement period.
- 7.2. The contract price shall not be adjusted in respect of any increase or decrease of cost to the service provider by reason of alterations in the rate of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials, consumables and fuel or in the incidence of rates of the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of tender.

## **8. Taxes & Duties**

### **8.1. Indirect Taxes**

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement.
- B) The Service Provider shall be liable to bear any direct and indirect taxes, GSTtax, duties, fees, cess, surcharge, levies and other impositions levied under ApplicableLaw, save that each party shall be liable to bear its own income taxes and all paymentsshall be subject to tax to be deducted at source.

### **8.2. Direct Taxes**

TDS as applicable shall be deducted (if applicable) under Income Tax Act,1961 and certificate of deduction shall be provided by APMDC to the Service Provider in accordance with the provisions of Income Tax Act,1961.

## **9. Liquidated Damages**

- 9.1. If the Service Provider fails to deliver the services within the delivery period and any extension thereof, unless such failure is due to force majeure situation or due to APMDC's default, liquidated damages (LD) shall be imposed by APMDC on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to APMDC under the terms of the Service Order / Agreement.
- 9.2. In case of delay in delivery of the services, the LD shall be calculated as 2% (two per cent) of the Annual value of the Contract value (excluding taxes and duties) in respect of which the delay in delivery has occurred for each month or part thereof of delay, subject to a maximum value of 10% of the value of the Contract value (excluding taxes and duties). GST on LD shall be recovered in addition to the LD amount.
- 9.3. The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 9.4. APMDC shall have full liberty to realise the LD through the following ways:
  - A) Appropriation of the Performance Security; OR
  - B) Appropriation of the EMD (in case provision of Performance Security does not exist); OR
  - C) Reduction of the invoice/document value and release of the payment accordingly
- 9.5. Any waiver of LD shall be at the sole option of APMDC only and any extension must be in writing and with the approval of the competent authority of APMDC.
- 9.6. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to APMDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the APMDC shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.

## **10. Designated nodal officer and key contacts of APMDC**

Sri Y.Surendra Babu  
(Asst. Manager-Civil)  
Contact: 8639393752  
Email id: [contracts-ho@apmdc.in](mailto:contracts-ho@apmdc.in)

## **11. Limitation of Liability**

- 11.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



## **Annexure2A: Proforma of the Agreement to be Signed between APMDC and the Service Provider**

Ref: [•]

This Agreement (hereinafter called the "Agreement") is made on this [•] day of the month of [month], [year].

### BETWEEN

The APMDC, represented by Sri <<insert name>>,<<insert designation>> and having its corporate office at Door No. 294/1D, 100 feet Road (Tadigadapa to Enikepadu Road), Kanuru,Vijayawada-521137 (hereinafter referred to as "APMDC", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the first part.

### AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 or a Proprietorship Firm, represented by Sri <<insert name>>,<<insert designation>>and having its registered office at [•] (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) of the other part.

The APMDCand the Service Provider are collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS

- i) the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to APMDCthrough their bid(s), against Bid document No. [•] dated [•] (hereinafter called the "Tender") for the Procurement of Services - [•] (through e-tendering);
- ii) on the basis of the said Tender, APMDChas adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service Provider and APMDC shall be as set forth in this Agreement, in particular:
  - (a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and
  - (b) APMDC shall make payments to the Service Provider in accordance with the provisions of this Agreement.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) <Other important terms and conditions may be included>
- (d) The Agreement shall be governed by the laws of India and the courts of Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of APMDC  
(Authorized Representative)  
Name:  
Designation:

For and on behalf of M/s.  
(Authorized Signatory)  
Name:  
Designation:

In presence of the following witnesses

Name:  
Designation:

Name:  
Designation:

### Annexure 3: Format for Power of Attorney

**(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

Known 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 ....., who is presently employed with us and 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 tender against the Bid document no. [•] dated [•] published by the TheAPMDC for the "[•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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.

[AND we hereby confirm we do not have a common seal and therefore no common seal is required to be affixed hereto per applicable laws.]\*

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20[•].

For

Witnesses

.....  
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)  
(Name, Title and Address of the Attorney)

## Annexure 4: Price Bid Format

Tender No: APMDC/HO/P&C/CA Firm- Internal Financial Compliances /2025-26/, Dated 27.06.2025

Name of Bidder:

S.No.	Item	Amount in INR (Excl. GST)
1	Monthly Service Fees for providing services as per Scope of Work.	<i>To be submitted on AP E-Procurement portal</i>

Note:

- I) *The bidder shall quote an amount not less than the minimum monthly service fee specified in the Data Sheet. Any bid quoting below this threshold shall be considered non-responsive and liable for rejection.*
- II) *The scanned PDF copy of the duly filled in Financial Bid Format (Annexure 4) needs to be uploaded online along with the financial bid on the e-procurement portal.*
- III) *The Commercial Bid should not be submitted offline or uploaded along with the Technical Bid documents. Non-adherence to this could lead to dis-qualification.*
- IV) *The bidders shall submit the commercial bids in the standard online format provided in the AP e-Procurement website. The price quoted by bidder on AP e-procurement portal shall be final and inclusive of all individual work components. The quoted price shall **be exclusive of GST**.*
- V) *Any other applicable charges shall be made by the service provider, and the same shall not be reimbursed by the corporation in any manner.*
- VI) *The bids are deemed to have been submitted by the bidder after completely understanding requirement of Corporation.*

(Authorized Signatory of the

Bidder with Seal)

DATE:

PhNo.

**Annexure 5: Declaration against Blacklisting**  
**(to be executed on letterhead of the bidder)**

Date: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/firm \_\_\_\_\_ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

**Annexure 6: Check-list for the Techno-Commercial Bid**  
**(to be enclosed with the Techno-Commercial Bid)**

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder& contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7 and Clause 8.15.1)		
2	Incorporation related documents (Refer Clause 8.15.1)		
3	Tax related documents (Refer Clause 8.15.1)		
4	Declaration against blacklisting - Annexure 5		
5	Proof of payment of Tender Document Fee		
6	Proof of payment of EMD		
7	Power of Attorney - Annexure 3		
8	Signed copy of check list with seal - Annexure 6		
9	Bank details – Annexure 7		
10	Format for Financial Capability- Annexure 9		
11	Fullfilment of Technical Criteria- Annexure 10		
12	<Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6>		
11	Any other required documents		

11

Date

Signature of the Authorized Signatory of the Bidder with Seal

## Annexure 7: Mandate Form - on the letterhead of the Bidder

To

The Andhra Pradesh Mineral Development Corporation Limited

294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru Village, Penamaluru Mandal

Vijayawada, Andhra Pradesh– 521137

**Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS**

Dear Sir,

We are hereby giving our consent to get all our payments due from The Andhra Pradesh Mineral Development Corporation Ltd. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

**(Please furnish the information in capital letter)**

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

**3. Bank Particulars**

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

\* In case of Bidders having Bank account in Union Bank

#### 4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold the APMDC Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal



### Annexure 8: Format for Performance Security

*BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Vijayawada*

(To be executed on INR 100/- non-judicial stamp paper)

#### Bank Guarantee

Bank Guarantee. No.

Date:

To

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

In consideration of APMDC (hereinafter referred to as 'APMDC', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued a Letter of Award to M/s **[Name of the Selected Bidder]** having its registered office/Head Office at **[address of registered/head office]** [herein after referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and permitted assigns] vide LoA No. .... dated ..... for the Procurement of Services - [•] and M/s **[Name of the Selected Bidder]** having agreed to provide a Performance Security in the form of an unconditional and irrevocable bank guarantee for the due performance of the entire Agreement for an amount equal to Indian Rs. -----\*\*----- (Indian Rupees -----\*\* ) initially for a period of **[period of performance bank guarantee]**.

We, **[name of the bank]**, having its Head office at **[address of the head office]**, (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) at the request of the Service Provider do hereby undertake to pay to the APMDC an amount not exceeding INR **[figures]** (Indian Rupees **[words]**) to secure the obligations of the Selected Bidder under the Agreement on demand from the Employer on the terms and conditions herein contained herein.

**NOW THEREFORE**, the Bank hereby issues in favour of the APMDC this irrevocable and unconditional payment bank guarantee (the "**Guarantee**") on behalf of the Service Provider in the amount INR **[figures]** (Indian Rupees **[words]**).

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the APMDC without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the APMDC, a sum or sums (by way of one or more claims) not exceeding in the aggregate the amount of INR [figures] (Indian Rupees [words]) without the APMDC needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the APMDC and Service Provider on any matter whatsoever. The Bank undertakes to pay to the APMDC any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.
2. The Bank acknowledges that any such demand by the APMDC of the amounts payable by the Bank to the APMDC shall be final, binding and conclusive evidence in respect of the amounts payable by Service Provider to the APMDC under the Agreement.
3. The Bank hereby waives the necessity for the APMDC from demanding the aforesaid amount or any part thereof from the Service Provider and also waives any right that the Bank may have of first requiring the APMDC to pursue its legal remedies against the Service Provider, before presenting any written demand to the Bank for payment under this Guarantee.
4. The Bank further unconditionally agrees with the APMDC that the APMDC shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time to:
  - i. vary and/or modify any of the terms and conditions of the Agreement
  - ii. extend and / or postpone the time for performance of the obligations of the Service Provider under the Agreement, or
  - iii. forbear or enforce any of the rights exercisable by the APMDC against the Service Provider under the terms and conditions of the Agreement and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the APMDC or any indulgence by the APMDC to the Service Provider or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.
5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whom ever imposed; and where any withholding on a payment is required by law, the Bank shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the APMDC receives the full amount due hereunder as if no such withholding had occurred. It is clarified that even in such case the obligation of the Bank shall not in any manner exceed in the aggregate the amount of INR [figures] (Indian Rupees [words]).

6. The Bank agrees that APMDC at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Service Provider
7. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Service Provider under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged or till the APMDC certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Service Provider and accordingly discharges this guarantee. Any claim under this Guarantee must be received by us before the expiry of the extended period. The Bank shall be discharged from all liability under this guarantee thereafter.
8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and the APMDC shall have no claim against the Bank for making such payment.
9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts in the city where the head office of the APMDC is situated (presently in Vijayawada, Andhra Pradesh).
10. The Bank has the power to issue this Guarantee in favour of the APMDC. This guarantee will not be discharged due to the change in the constitution of the Bank.
11. The Bank undertakes not to revoke this Guarantee during its currency except with the previous consent of the APMDC in writing.
12. The APMDC may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the Government of Andhra Pradesh. The APMDC may also assign this Guarantee in favour of the Governor of a State, with prior intimation to the Bank. Save as provided in this Clause 12, this Guarantee shall not be assignable or transferable.
13. This bank guarantee is also encashable at our (VIJAYAWADA BRANCH ADDRESS).

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Indian Rs.----- \*\*----- (Indian Rupees -----\*\*----- only) and shall remain in force up to and including the claim period of 1 year i.e., .....@.... (the date) and shall be extended from time to time for the period, as may be desired by M/s ..... (the Service Provider) on whose behalf this guarantee has been given.

We shall be released and discharged from all liability under this Guarantee unless a written demand made in the manner prescribed in this Guarantee is issued to the Bank on or before .....@.... (the date), failing which our liability under the Guarantee will automatically cease,

irrespective of whether the original Guarantee has been returned to us or not.

Dated the [day] day of [month] [year] for the Bank.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp.

(Signature)

(Name and Designation)

(Bank Stamp)

### Annexure 9: Format for Financial Capability

*<<On the letterhead of the Statutory Auditor/Independent Chartered Accountant >>*

**A. Annual Turnover in Rs**

Name of the Bidder	2021-22	2022-23	2023-24	Average Annual Turnover

**B. Net-worth as on 31.03.2024 in Rs**

Name of the Bidder	Net-worth as on 31.03.2024	
	Subscribed and Paid-up Equity	
	Reserves	
	Revaluation reserves	
	Miscellaneous expenditure not written off	
	Reserves not available for distribution to equity shareholders	
	Total Net worth (1+2-3-4-5)	

UDIN:

Name of the Audit Firm:

Registration Number of the Audit Firm:

Seal of the Audit Firm:

(Signature, Name and Designation of the Authorized 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

## Annexure 10: Fulfilment of Technical Criteria

<<On the letterhead of the Bidder >>

To

The Vice Chairman & Managing Director, A P Mineral  
Development Corporation Ltd,

294/ 1D, Tadigadapa to Enikepadu 100 ft. Road, Kanuru  
Village, Penamaluru Mandal,

Vijayawada - 521137

**Subject: Bidder experience**

Dear Sir,

In response to the RFP No: **APMDC/HO/P&C/CA Firm- Internal Financial Compliances /2025-26/**, dated 27.06.2025 for “<insert name of the work>”, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ is satisfying the criteria for <\_Insert name of the work\_>. The details are as mentioned below. Client certified work orders and completion certificates are attached as annexure to this form.

**Similar works executed:**

Client Name	Contact Name, Designation & Contact Number	Description of the work	Value of contract in INR	Date of commencement	Date of Completion

(Signature, Name and Designation of the Authorized Signatory)

Date: