

ANDHRA PRADESH MEAT DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF AP UNDERTAKING)

SHANTINAGAR, HYDERABAD-500 028

*OPERATION AND MAINTENANCE*

*OF*

*MODERN ABATTOIR PROJECT*

*CHENGICHERLA, HYDERABAD*

Tender Document

For Competitive Bidding

Bid Notice : 04 / APMDCL/MAP/2008

Dt : 17-05-08

**REQUEST FOR PROPOSAL (TENDER SCHEDULE)**

Andhra Pradesh Meat Development Corporation Limited (APMDCL)  
*Selection of bidder for operation and maintenance of Modern Abattoir  
Facility at Chengicherla Village, Ghatkesar Mandal,  
Ranga Reddy District, A.P, India  
(Tender No. 04 / APMDCL/MAP/2008)*

To enter into a Lease Agreement with Andhra Pradesh Meat Development Corporation Limited (APMDCL) for the operation and maintenance of Modern Abattoir Facility as set out in the Tender No. 04 /APMDCL/MAP/ 2008 dated

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This Document of *Request for Proposal* (RFP) contains 37pages (excluding the cover page) and consists of the following sections:

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## 1 DISCLAIMER

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1. Though adequate care has been taken in the preparation of this *Request for Proposal* Document, the Bidder should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in Section 5.5, it shall be deemed that the Bidder is satisfied that the *Request for Proposal* Document is complete in all respects.

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028, Andhra Pradesh, India

Fax No: 00 91 40 23307156

2. Neither APMDCL, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP nor is it possible for APMDCL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. APMDCL recognises the fact that certain prospective Bidders may have a better knowledge of the Project than others and thus encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.
3. Neither APMDCL nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information and any other information supplied by or on behalf of APMDCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
4. APMDCL reserves the right to reject any or all of the Bids submitted in response to this *Request for Proposal* at any stage without assigning any reasons whatsoever.
5. APMDCL reserves the right to change any or all of the provisions of this *Request for Proposal*. Such changes would be intimated to all parties procuring this *Request for Proposal*.

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## 2 LIST OF ABBREVIATIONS

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DPR	Detailed Project Report
FSCM	Financially Significant Consortium member
GoAP	Government of Andhra Pradesh
Gol	Government of India
IST	Indian Standard Time
LCM	Lead Consortium Member
L	Litre
LoA	Letter of Award
mn	Million
Mg	Milligram
MoU	Memorandum of Understanding
RFP	Request for Proposal
SPV	Special Purpose Vehicle
APMDCL	Andhra Pradesh Meat Development Corporation Limited

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## 3 DEFINITIONS

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### 3.1 AFFILIATE

For a Bidding Firm/Company or a Financially Significant Consortium Member, only those entities would be "Affiliate(s)" eligible for evaluation in which the Promoter(s) of the Bidding Firm/Company/Financially Significant Consortium Member hold(s) not less than 26% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

### 3.2 BID

The proposals submitted by the prospective Bidders in response to this Request for Proposal Document issued by APMDCL.

### **3.3 BIDDER**

Bidding Firm/Company or Bidding Consortium, as defined below, that has submitted a Bid in response to this Request for Proposal Document.

### **3.4 BIDDING FIRM/COMPANY**

If the Bid for the Project is made by a firm or a single corporate entity, it shall be referred to as a Bidding Firm/Company.

### **3.5 BIDDING CONSORTIUM**

If the Bid for the Project is made jointly by more than one entity, then this group of entities shall be referred to as a Bidding Consortium.

### **3.6 CONSORTIUM MEMBER/MEMBER COMPANY**

Each entity with or without equity stake in the Bidding Consortium shall be referred to as a Consortium Member.

### **3.7 CRITICAL CLEARANCES**

All such clearances, Leases and permits, the obtaining of which are Conditions Precedent to the construction of the Facility.

### **3.8 DOCUMENT / BID DOCUMENT**

This Request for Proposal Document.

### **3.9 FACILITY**

The Lease Facility consists of buildings, civil works and plant & machinery only at the Modern Abattoir at Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India.

### **3.10 FINANCIALLY SIGNIFICANT CONSORTIUM MEMBER (FSCM)**

A Consortium Member with at least 26% equity stake in the Bidding Consortium would be referred to as a Financially Significant Consortium Member.

### **3.11 LEASE AGREEMENT**

The agreement to be entered into between Andhra Pradesh Meat Development Corporation Limited (APMDCL) and the Successful Bidder for a period of 10 years.

### **3.12 LEAD CONSORTIUM MEMBER (LCM)**

In case of a Bidding Consortium, the Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project and holding not less than a 26% equity stake in the Bidding Consortium (Financially Significant Consortium Member). In the event of more than one Financially Significant Consortium Member, the Consortium Member holding the highest equity stake would be the Lead Consortium Member (and would require to be declared as such in the MOU to be entered into between the Consortium Members as per the format presented in Exhibit 1). In the event of two or more Financially Significant Consortium Members holding the highest equal equity stake, then the Bidding Consortium shall clearly indicate in the MOU which of these is to be considered the Lead.

It is understood that the LCM shall be the authorised representative of the Bidding Consortium and shall be liable to Andhra Pradesh Meat Development Corporation Limited (APMDCL) for all the obligations under the Lease Agreement.

The Lead Consortium Member may be a Proprietorship or a Partnership or a company - private limited or a public limited.

### **3.13 LEAD PROMOTER**

In the event of more than one Promoter of the Bidding Company/Lead Consortium Member being eligible for financial capability evaluation, that Promoter having the highest stake in the Bidding Company / Lead Consortium Member is to be designated the Lead Promoter of that Bidding Company / Lead Consortium Member.

The Lead Promoter shall necessarily be a Proprietorship or a Partnership or a Company - private limited or public limited.

### **3.14 PROJECT**

To operate and maintain the Facility on Lease belonging to APMDCL located at Chengicherla Village as per the conditions of this Document and as per the terms of the Lease Agreement to be entered into with APMDCL by the successful bidder.

### **3.15 PROMOTER**

For a Bidding Firm/Company or a Financially Significant Consortium Member, only those entities would be "Promoter(s)" eligible for evaluation who hold(s) not less than 26% of the voting securities, either directly or indirectly, in the Bidding Company/Financially Significant Consortium Member, in case the Bidding Company/Financially Significant Consortium Member is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

### **3.16 REQUEST FOR PROPOSAL**

This Document being issued to the prospective Bidders, asking for their Bids.

### **3.17 RESPONSIVE BIDDER**

Responsive Bidder is one whose proposal is found responsive after evaluation of the bid as outlined in Section 5.2.

### **3.18 SUBSIDIARY**

For a Bidding Firm/Company or a Financially Significant Consortium Member, only those entities would be "Subsidiary (ies)" eligible for evaluation in which the Bidding Firm/Company / Financially Significant Consortium Member hold(s) not less than 26% of the voting securities, either directly or indirectly, in case the relevant entity is a company. Holding an indirect stake in a company implies a stake held in the company through a chain of other companies, in which event, the percentage holding would be considered on proportionate terms.

### **3.19 SUCCESSFUL BIDDER**

The top ranked Bidder as per the evaluation criteria detailed in Section 8.

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## 4 PROJECT CONCEPT & STRUCTURE

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### 4.1 BACKGROUND

Andhra Pradesh Meat Development Corporation Limited (APMDCL) has set up a Modern Abattoir at Chengicherla Village, Ghatkesar Mandal R.R.District at a cost of Rs. 31.46 crores with the main objective of making available Wholesome and Hygienic Meat & Beef to the citizens living within the Urban Agglomeration of Hyderabad & Secunderabad and to maintain Hygienic and Sanitary conditions in the Slaughter Houses, avoiding adverse Environmental impacts.

### 4.2 PROJECT CONCEPT

APMDCL intends to Lease out the above facility (except Land) and thus proposes to enter into a Lease Agreement with successful bidder for the operation and Maintenance of the unit on "as is where basis" with following conditions

#### 4.2.1

Lease amount per annum to be offered to APMDCL should be higher than the floor lease price of Rs 60 lakhs per annum. The lease amount quoted per annum will be enhanced from 4<sup>th</sup> year (Beginning of 4<sup>th</sup> year) as per WPI (Wholesale Price Index) and compounded annually.

#### 4.2.2

It is mandatory for the successful bidder to exclusively allot 4.00A.M to 11.00A.M time slot to carry out local slaughter of 6000 sheep and 400 cattle per day as per the fee guide lines mentioned in the tender document (point 6.7/22). However remaining time can be planned and utilized by the successful bidder for domestic/export purpose.

#### 4.2.3

Any complaints received from statutory bodies/local butchers/APMDC representatives on non-compliance of 4.2.2, 4.4 and 6.7 will attract review of lease agreement and necessary steps will be initiated as deem fit in terms of agreement conditions.

*Towards this end, APMDCL invites Bids from interested parties for taking up the Project as per the terms and conditions of this Document.*

#### **4.3 PROJECT LAND & INFRASTRUCTURE AVAILABLE**

1. Location of the unit : Chengicherla village, Ghatkesar Mandal, Ranga Reddy Dist.
2. Capacity of the unit : To slaughters 6000 sheep + 400 Cattle per shift of 8.00 hrs.
3. Land availability : Ac. 70.34 cents
4. Clearances/permissions available:
  - i) Pollution control board clearance upto- 2008
  - ii) A.P.Transco connectivity for 400 CMD
  - iii) Lease agreement with forest department, Govt. of A.P., for water source.
5. Infrastructure available:
  1. Open grounds for marketing of cattle, sheep & goat in (5) sectors
  2. Market yards for sheep & goat and for Cattle.
  3. Holding pens to accommodate 600 cattle, 7200 Sheep & Goat
  4. Lairages for keeping 400 cattle and 6000 sheep and goat for fasting of the animals to be slaughtered.
  5. Mechanical slaughter houses separately for sheep/goat with a capacity of 6,000; and cattle with a capacity of 400 per a shift of 8 hours with the following facilities. The daily estimated slaughtering of sheep/goat is 6000 and for cattle it is 400 Nos. for local consumption. These figures are arrived at by taking into account the number of sheep/goat and cattle that were slaughtered in the MCH Slaughter Houses during the last few years.
    - i. Killing and Bleeding of the animals
    - ii. Flaying De-skinning/De-hiding of the animals
    - iii. Evisceration of the animals
    - iv. Carcass wash and despatch
  6. Generator Room consisting of two HSD Gen Sets each of 320 KVA.
  7. Effluent Treatment Plant: with capacity of 0.60 MLD with up flow Anaerobic Sludge Blank Reactor System (UASBR)
  8. Power Supply with a 750 KVA Transformer with Central Control Building.
  9. Yard Lighting consisting of street lighting and High Mast Lighting.
  10. Water supply arrangement and Water Softening plant consisting of :
    - i. Two water sumps each of 2.00 lakh litres capacity
    - ii. One Ground receiver of 5.00 lakhs litres capacity
    - iii. One Over Head Tank of 1.00 lakh litres capacity
    - iv. One Over Head Tank of 2.30 lakh litres capacity

- v. Water softening plant
  - vi. Water distribution to all the required areas in the facility through underground piping and pumping system with pump houses.
11. Emergency Slaughter/Manual Slaughter house for Sheep and Cattle
  12. Gowdown for Horns, Hides and Hooves.
  13. Separate sheds for marketing hides and skins located near the respective slaughter houses.
  14. Mechanical Utilities
    - i. Separate Hot Water Generator, Hot water storage tanks and Air compressors for both sheep and cattle slaughter houses.
    - ii. Two Diesel Oil Storage Tanks with a capacity of 10 KL each
    - iii. Hydro-flow water supply both raw and softened water to both sheep and cattle slaughter house with a capacity of 10 KL each.
  15. Administrative Building, Staff Canteen and Guest house with 3 suits and the staff quarters shall be provided after meeting the requirement of the regulatory staff.
  16. Two Dormitory Buildings for Traders, Farmers and Commission Agents
  17. Canteen in Sheep & cattle market area. The Lessee has maintain the canteen with hygienic condition and supply the products at reasonable rate.
  18. Four Security Buildings

However, detailed inventory list shall be prepared by APMDCL at the time of handover of the assets on lease to the successful bidder.

#### **4.4 PROJECT SPECIFICATION**

The selected bidder would undertake the operation and maintenance of Modern Abattoir Facility in "as is where basis". It is expected that the selected bidder shall meet the minimum specification laid out by APMDCL. The minimum specifications to be followed by the selected bidder for operation and maintenance of the Abattoir are detailed below:

1. Mechanised Facility : The mechanised facility provided for Slaughtering activity should be used for carrying out slaughtering activity.
2. Slaughtering: Arrangements are provided in the Modern Abattoir for Animal Slaughtering. Large Animals may be stunned using the pneumatic Stunner provided in the facility. However no animal should be stunned and slaughtered in sight of other animals.
3. Bleeding: The blood should not be splashed on other animals being slaughtered or on the carcass being skinned. Blood collection systems should be maintained properly.

*Andhra Pradesh Meat Development Corporation Limited*

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Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India

4. Dressing: Dressing of carcasses should not be done on floor. Adequate equipment and tools for de-hiding or pelting of the animals are provided in the facility. Hides and skins should be immediately transported in a closed wheelbarrow. In no case the hides and skins should be spread on floor for inspection. The legs, horns, hooves should be disposed off immediately in closed wheelbarrows.
5. Evisceration: Care should be taken not to puncture intestines during evisceration to avoid contamination of carcass. The separation and disposal of condemned material should be immediate.
6. Use of Hot Water: Sufficient, safe, potable and constant fresh water supply with adequate pressure is available throughout the premises. Hence Knives used for slaughter should be sterilized at a minimum temperature of 80° C. Similarly hot water at 60° C is to be used for floor cleaning and washing the slaughter area and working areas during working hours. Further hot water shall be maintained at not less than 82° C for frequent sterilizing of equipment and tools for which adequate provisions were made at required places by APMDCL.
7. Workers should be provided with facilities for washing hands.
8. Sanitary Conveniences: The selected bidder should ensure that every sanitary convenience in the slaughterhouse is supplied with water by means of suitable flushing appliances.
9. Deployment of Manpower: The selected bidder should ensure that the workers engaged in slaughtering, dressing and other operations are well educated and trained in their respective operations. The workers should undergo regular medical check-up and should be medically fit to handle meat. They should be provided with necessary uniform and protective clothing and they should always use and maintain them in a clean and hygiene conditions throughout their working period. *Manpower to be employed, their qualifications, experience and remuneration payable are to be submitted by the successful bidder at the time of entering agreement.*  
  
Department of Animal Husbandry shall provide staff for undertaking anti mortem/post mortem inspection and pre-shipment certification for export from Chengicherla Lab. Lab Infrastructure at lessee scope. Salaries of the staff to be paid by the successful bidder on Foreign Service terms and conditions of Govt. of Andhra Pradesh
10. In Plant Measures: The following measures should be implemented in the Plant.
  - High efficiency spray nozzles with quick shot off in carcass washing, evisceration line and for all cleaning purposes should be used for effective cleaning and to reduce water consumption.
  - Dry Cleaning steps for all clean up operations followed by controlled and efficient wet cleaning should be practiced to reduce pollution load of wastewater.
  - Proper segregation and collection of blood should be practiced.
  - The dry procedure for collection of stomach and intestinal contents is

allowed to discharge into drains.

- Hairs and other screen able solids should be removed from the wastewater as close to the place of generation or discharge as possible.

11. The dung and ingest shall be collected regularly during slaughtering and disposed off regularly.

12. Liquid Waste Management: The following waste management procedure should be adopted.

- Effluent waste water of slaughter house should be subjected to following treatment before it is discharged.
- Up-flow Anaerobic Sludge Blank Reactor System (UASBR).
- The standards notified under the Environment Protection Act-1986 are as follows:

Parameters	Limit not to exceed Mg/L
Biological Oxygen Demand (BOD) at 20° C	30
Suspended solids	100

- Maintenance of Effluent Treatment Plant and other common infrastructural facilities shall be maintained by the Lessee, as per the standard procedures.

13. Solid Waste Management: All Solid wastes arising in the slaughter houses should be disposed off regularly. Sludge from waste water treatment system can be pulverized on proper drying and this organic manure can be sold in bags.

14. Odours: The tropical climate enhances the process of degeneration of any tissue material remaining as waste in the premises. Therefore, the Slaughter House area always gives a particular stink. Hence, proper ventilation should be maintained to avoid objectionable odours. All floors should be regularly washed with non poisonous disinfectants and if needed aerobic deodorants should be used.

15. APMDCL shall have control on all structures and equipment, plant & machinery.

16. APMDCL shall have the right to inspect & satisfy itself regarding the safety norms.

#### **4.5 PROJECT STRUCTURE**

The project with all existing facilities, Buildings & Civil Works, Plant & Machinery excepting vacant Land will be leased out to the successful bidder to operate and maintain for a period of 10 years. The relationship between APMDCL and the successful bidder would be set forth and described under the terms and conditions of the Lease Agreement to be entered between APMDCL with the selected bidder.

During operational period, if the bidder needs additional land for any investment, government will consider on nominal lease.

#### **4.6 LEASE RENEWAL**

At the end of the 10 years, APMDCL shall have the right to offer the Project on Lease on competitive bidding. However, APMDCL shall grant the first right of refusal to the selected bidder i.e. the selected bidder shall have the option to match the terms & offer of the most competitive bidder to retain the lease. In the event, selected bidder does not match the terms & offer of the highest ranked bidder, the above leased facility shall be reverted to APMDCL free of cost and without any encumbrances, in the same condition as it was originally taken lease of. The lease period shall be extended on judging the performance and functioning of the lessee as per the prescribed check list.

#### **4.7 EXIT CLAUSE**

- A) The lease term of contract can be requested for termination by successful bidder by giving 3 months prior notice and by paying amount equal to next 2 years lease rent
- B) The lease term of contract can be terminated by APMDCL only after completion of 4 years of agreement period by giving 3 months prior notice and by paying amount equal to previous 1 year lease rent.

#### **4.8 EXCLUSIVITY PERIOD**

APMDCL will grant exclusivity to the selected bidder i.e. APMDCL will not issue any other Lease for Abattoir facility during the Lease period. *However, APMDCL shall have right to lease out part of the land in the premises for establishing related ancillary units on BOT/BOOT model.*

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## 5 DESCRIPTION OF THE SELECTION PROCESS

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### 5.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the *Request for Proposal* should be in two separate sealed covers as indicated below.

Cover 1: Technical Bid

Cover 2: Financial Bid

The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

### 5.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinised to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it satisfies any of the following conditions:

- It is not received by the due date specified in Section 5.5
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified
- It is not signed and / or sealed in the manner and to the extent indicated in Section 6 of this RFP Document.
- It is not accompanied by a valid Bid Security as specified in Section 6.9

The Bids of "Responsive" Bidders shall be evaluated in the following two steps.

### 5.3 STEP 1 (COVER 1) – COMPLIANCE WITH MINIMUM ELIGIBILITY CRITERIA AND OPERATION & MAINTENANCE PLAN

In the first step, APMDCL will evaluate the information submitted by the Bidder in Cover 1 of the Bid. Only Bidders meeting the minimum eligibility criteria shall be considered for the subsequent steps. APMDCL on demand will return unopened Cover 2 of the bid, viz: the financial cover 2 i.e. financial bid to the Bidders who do not meet the minimum eligibility criteria.

The minimum eligibility criteria and the format for the information to be submitted in Cover 1 are detailed in Section 7.2 of this Document.

### 5.4 STEP 3 (COVER 2) – FINANCIAL BID

The evaluation criteria for assessment of the Final Financial Bids are described in Section 8.

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The format for the Financial Bid is specified in Exhibit 6.

A ranked list of Bidders based on the results of the evaluation, as detailed in Section 8 of this Document, would be presented. The top ranked Bidder will be designated the Successful Bidder.

## 5.5 TIME TABLE AND MILESTONES

S.No.	Milestone	Envisaged Schedule
1.	Publication of bid Notice	17-05-2008
2.	"Request for Proposal" to be issued	19-05-2008
3.	Last date for intimation of any discrepancy in RFP,	24 -05-2008(11 am)
4.	Pre-Bid Conference	24 -05-2008(11 am)
5.	Last date for receipt of Bids (containing Covers 1 and 2)	04 -06-2008(2 pm)
6.	Opening of Technical Bids	04 -06-2008(4 pm)
7.	Opening of Financial Bids	06 -06-2008(3.30 pm)

In order to enable APMDCL to meet the target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. APMDCL shall adhere to the above schedule to the extent possible. APMDCL, however, reserves the right to modify the same. Intimation to this effect shall be given to all Bidders.

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## 6 PROCEDURES TO BE FOLLOWED

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### 6.1 PRE-BID MEETING

A Pre-bid meeting shall be held to clarify any queries that the Bidders may have. Bidders' queries (in writing), seeking clarifications to be addressed in this meeting, should reach APMDCL latest by the date mentioned in Section 5.5. Queries received after the above due date may not be addressed at this meeting, subject to APMDCL's discretion.

### 6.2 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028

Fax No: 00 91 40 23307156

All queries that are received on or before the date mentioned in Section 5.5 shall be addressed by APMDCL. APMDCL shall aggregate all such queries, without specifying the source and shall prepare a response, which shall be distributed to all parties who have procured or downloaded the Request for Proposal Document.

Request for clarifications received after the last date mentioned in Section 5.5, may not be addressed, subject to APMDCL's discretion.

### 6.3 PROJECT FACILITY VISIT

Bidders may, prior to submitting their Bid for the Project, visit and examine the facility of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, demand and other information necessary for preparing their Bids including, inter alia, the actual nature and conditions at the site, availability of materials, stores, labour, etc. required for the operation and maintenance of the work, after taking into account the local conditions, restrictions, obstructions in work, if any, etc.

For the above purpose, APMDCL will endorse prospective Bidders' request for permission for a site visit. *The bidders may approach Managing Director, APMDCL for permission/assistance for site visit.* APMDCL may or may not depute a representative to accompany the Bidder. The Bidders shall be responsible for all arrangements and shall release and indemnify APMDCL, and/or its agents from and against all liability in respect thereof and shall be responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

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The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not.

#### **6.4 SUBMISSION OF THE BID**

6.4.1 Cover 1 –Compliance to Minimum Eligibility Criteria and operation & maintenance plan.

The information to be submitted by the Bidders in Cover 1 of their Bids is described in Section 7.

The Bidder shall place *one (1) original + two (2) copies* of Cover 1 in a sealed envelope, which shall be inscribed as under:

Cover 1 – Compliance to Minimum Eligibility Criteria

Submitted by: \_\_\_\_\_(name of Bidder)

6.4.2 Cover 2 – Financial Bid

The Information to be submitted by the Bidders in the Financial Bid (Cover 2) is described in Section 8.

The Bidder shall place *one (1) original + two (2) copies* of the Financial Bid in a sealed envelope, which shall be inscribed as under:

Cover 2 – Financial Bid

Submitted by: \_\_\_\_\_(name of Bidder)

6.4.3 Submission of the Bid

The 2 covers of the Bid organised as above, shall be placed in a sealed outer envelope, with the following inscription:

Bid for taking Modern Abattoir on Lease

*Bid for operation and maintenance of Modern Abattoir Facility, at Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India*

Name of the Bidder : \_\_\_\_\_

To  
Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028

Fax No: 00 91 40 23307156

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in Section 5.5. APMDCL shall not be responsible for any delay in submission of the Bids. Any Bid received by APMDCL after the due date for submission of the Bids stipulated in Section 5.5 may not be opened.

## **6.5 INITIALLING OF THE BIDS**

Each page of the Bid should be initialled by the Authorised Representative and Signatory (as defined in Section 6.6), of the Bidding Firm/Company / Bidding Consortium.

## **6.6 INSTRUCTIONS TO BIDDERS**

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this *Request for Proposal* or those that do not contain the Covering Letter, Letter of Commitment, or Letters of Acceptance as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. For a Bidding Consortium, the Bid submitted by the Consortium should contain signed letters submitted by each of the Consortium Members, stating that the entire Bid has been examined and each key element of the Bid is agreed to, in the format as specified in Exhibit-4. The Bid shall contain a copy of the MoU entered into between the Consortium Members, as per the Principles of MoU stated in Exhibit-1. In the absence of such a MoU, the Bid would be considered and evaluated as one from an individual company alone, submitting the Bid.
4. In case a Bidding Consortium is selected, the Lead Consortium Member shall continue to remain the representative and shall be responsible to APMDCL for the fulfilment of all contractual obligations binding on the Selected Bidder.
5. All communication and information should be provided in writing and in the English language only.
6. The metric system shall be followed for units.
7. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
8. No change in, or supplementary information to a Bid shall be accepted once submitted. However, APMDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid.

Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by APMDCL, may be a ground for rejecting the Bid.

9. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, APMDCL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
10. No Consortium Leader can propose to be a member/leader of more than one Bidding Firm/Company/Bidding Consortium for submission of the Bid for the Project.
11. The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with APMDCL. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the "Contact Person" and "Authorised Representative and Signatory". This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
12. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
13. For a Bidding Consortium, no change in the membership of the consortium, in responsibilities, or in equity commitments of any Consortium Member/ Promoter(s)/ Affiliate(s)/ Subsidiary (ies) whose strengths are being credited for evaluation, shall be permitted after submission of the Bid. Further to Bid submission, if at any stage thereafter, a change in the responsibilities or membership in the Consortium (in respect of any Consortium Member/ Promoter(s)/ Affiliate(s)/ Subsidiary (ies) whose strengths have been credited for evaluation) is proposed, it would need to be communicated to APMDCL in writing for its approval. APMDCL would reserve the right to reject such requests for a change of consortium structure, if in its opinion, it would adversely affect the strengths of such Consortium as originally evaluated.

The above stipulations would also apply in case of the Promoter(s), Affiliates(s), Subsidiary (ies) of a Bidding Firm/Company in the event that the strengths of these entities have been considered for evaluation.

In any case, notwithstanding the above, the Lead Consortium Member, in case of a Bidding Consortium, shall not be allowed to transfer its scope of work.

APMDCL also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Firm/Company / Bidding Consortium without ascribing any reasons whatsoever.

14. APMDCL reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
15. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. APMDCL reserves the right to vet and verify any or all information submitted by the Bidder.
16. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by APMDCL, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of APMDCL and if APMDCL is adequately satisfied.
17. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. APMDCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
18. The rates quoted shall be in Indian Rupees and paise only and must be expressed in figures and words as well.
19. The Tender process expenditure of Rs. 3.00 Lakhs will be payable by the successful bidder to APMDCL within 15 days from the date of signing the agreement.

#### **6.7 SPECIAL INSTRUCTIONS TO BIDDERS**

1. The successful bidder shall conduct a detailed inspection and take inventory of all the infrastructure appliance facilities components of the Modern Abattoir at Chengicherla Village, Ghatkesar Mandal, in R.R. District and also become conversant with all the operations of the said plant in detailed discussions with the officers, staff and technicians of APMDCL.
2. The APMDCL shall not make any payment under any circumstances for operation and maintenance of the plant.
3. The successful bidder shall make regular payments for the electricity consumed and the water utilized to the respective Agencies/Departments within the stipulated time. The successful bidder will also be liable for payment of all taxes, levies including property tax payable to Grampanchayat imposed as existing on the day of the agreement and any increase, and any new taxes, levies imposed by the Government from time to time.
4. The successful bidder shall arrange, during the period of lease, proper and round the clock security for the abattoir.
5. The successful bidder should allow entry to the officers of APMDCL, or anybody authorized by APMDCL for inspection at all times, and their instructions on O & M of facilities should be adhered to. In case of not adhering to the instructions of APMDCL, suitable action/penalty shall be imposed by APMDCL.
6. The successful bidder should arrange for coverage of insurance to all the facilities

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- on lease and copy of the same to be submitted to APMDCL before expiry of the previous coverage.
7. The successful bidder shall Operate & Maintain said plant in accordance with the Environment Protection Act, 1986, Rules made there under from time to time, Directions issued from time to time by CPCB, APCCB, Animal Protection Act, Prevention of Cruelty to Animals Act and other Acts and Laws of the land applicable.
  8. The successful bidder shall deploy the required man power as specified by APMDCL with the specified Technical Qualifications for O & M of the plant during all times of the operation, they shall be paid wages in accordance with Gazette Notifications issued by Labour Department including EPF & ESI from time to time. They shall also provide with Medical Aid at the plant as well as Insurance coverage as required under the law.
  9. The successful bidder shall ensure that the manpower deployed by them shall be sound mental health and sound physical health and free from any contagious diseases and infections at any point of time.
  10. The successful bidder shall provide proper uniforms to the personal engaged for the operations and maintenance along with identity cards issued by the successful bidder duly designating the place and nature of work.
  11. The successful bidder should engage Mullahs for slaughtering on animals by Halal method. The Mullahs engaged must possess a Certificate of Mullah from Jame Nizamia Institute, Hyderabad in slaughtering of animals by Halal method. The persons engaged should be in the age group of 18 to 58 years, must be of good character and conduct and having no vices.
  12. The persons engaged should be present as per slaughter requirements on all days.
  13. The successful bidder shall be solely responsible for maintenance of Modern Abattoir in Neat & Hygienic condition
  14. If any legal complications arise at any time on payment to the persons engaged under the Rules and Acts in force, the entire responsibility lies with the Successful bidder.
  15. The Successful bidder has to register with PF & ESI before entering into agreement with APMDCL
  16. The Successful bidder should have Income Tax Permanent Account Number (PAN)
  17. The Successful bidder should not sublet the facilities of sheep & goat slaughter house as well cattle slaughter house to any other Agencies. If it is found at any time that these facilities either in full or part is sublet to any other agency/persons, the contract will be made liable for cancellation without any compensation and without prior notice.
  18. Successful bidder on intimation shall execute Lease Agreement on Rs.100.00

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(Rupees One Hundred only) non-judicial stamp paper in the prescribed form. Agreement should be typed only on one side of stamp paper with due attestation on each page.

19. In the event of failure to execute agreement bond in proper form along with the Security Deposit and all other statutory compliances by the successful bidder within 15 days, the EMD of such bidder will be forfeited and such defaulters will forego the right to participate in future bids.
20. An independent agency, preferably a TCO, acceptable and agreed upon at the time of agreement by the APMDCL shall be appointed to assess condition of the unit and submit the valuation report annually. The professional fee for the valuation exercise shall be equally shared by the successful bidder and APMDCL.
21. Only licensed butchers, traders and farmers should be allowed entry into the abattoir by the successful bidder.
22. The service charges/fees chargeable by the successful bidder for different facilities shall not be higher than the amounts mentioned below for the first 4 years of agreement. However, if for any reasons, if the bidder wants to revise the fee structure, he can do so only with the prior approval of the government.

A) Slaughtering	
Goat /Sheep	Rs 5 per animal
Cattle	Rs 20 per animal
Cattle for export	Rs 100 per animal
B) Sale of Live animals	
Cattle (both domestic and export)	Rs 5 per animal
Sheep /goat	Rs 3 per animal
C) Liarage fees	
Goat / Sheep	Rs 0.50 per day per animal
Cattle	Rs 1.00 per day per animal
Cattle for export	Rs 1.50 per day per animal
D) Rental charges	
Merchant office block	Rs 5.00 per Sq.ft. per month
Dormitories	Rs 5.00 per Sq.ft. per month
E) Parking fees for vehicles (for max limit of 8 hours)	
Cycle and two wheelers	Rs. 2.00
Three wheelers	Rs. 3.00
Cars and jeeps	Rs. 5.00
Light Commercial Vehicles (DCM, etc)	Rs. 15.00
Trucks & Lorry	Rs. 25.00
F)Transaction Fee from Mondadar / Commission Agent	
Sheep / Goat	Rs.5 per animal
Cattle	Rs.10 per animal

23. The APMDCL reserves the right to accept or reject any Tender in full or in part without assigning any reasons.

## **6.8 VALIDITY OF TERMS OF THE BID**

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than six months from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive. However, APMDCL may solicit the Bidder's consent for extension of the period of validity if the Bidder agrees to reasonably consider such a request. The request and response shall be in writing. A Bidder accepting APMDCL's request for extension of validity shall not be permitted to modify his Bid in any other respect.

## **6.9 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS**

### **6.9.1 Fees for *Request For Proposal* (RFP) Document**

The Request for Proposal document would be made available to the prospective bidders on submission of a written request and a demand draft of Rs 11,236/- (Rupees Eleven thousand, Two hundred and Thirty Six only) favouring MANAGING DIRECTOR, Andhra Pradesh Meat Development Corporation Limited, Hyderabad from any Scheduled Commercial Bank. The RFP document downloaded from website must be accompanied by above mentioned Fee in the form of Demand Draft failing which, the RFP is treated as incomplete and eligible for rejection.

### **6.9.2 Earnest Money Deposit (EMD)**

Bidders are required to submit EMD for an amount of Rs. 5.00 Lakhs (Rupees Five lakhs only) The EMD shall be in the form of a Demand/Pay Order drawn in favour of the MANAGING DIRECTOR, ANDHRA PRADESH MEAT DEVELOPMENT CORPORATION LIMITED, HYDERABAD, from any Scheduled Commercial Bank.

Bids, which are not accompanied by the above EMD, may be rejected by APMDCL as non-responsive.

APMDCL shall reserve the right to enforce the EMD under the following circumstances:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 6.8 (or as may be extended).
- (b) If the Bidder, for the period of Bid validity:
  - i) in APMDCL's opinion, commits a material breach of any of the terms and / or conditions contained in the RFP Document and / or subsequent communication from APMDCL in this regard and / or
  - ii) fails or refuses to execute the Letter of Award (in the event of the award of the Project to it).

### **6.9.3 Security Deposit**

The successful bidder shall be required to provide 20% of total project cost i.e Rs. 600 lakhs (Rupees Six hundred Lakhs only) towards security deposit( The total project cost is valued at 30 crores). The Security Deposit and the Agreement Bond along with other declarations will have to be submitted within fifteen days from the date of communication of tentative approval of tender.

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The successful bidder has to maintain the leased facilities in proper working condition during the agreement period and handover the same in same working condition at the end of the agreement period in "as is where basis". When ever it is found that the Successful bidder is not maintaining the leased facilities in proper running condition, the corporation will have right to make good for the damages/losses from the Security Deposit.

The security deposit may be provided in the form of a bank guarantee, Demand draft from any scheduled commercial bank. Post Office Savings/ Bank Account / NSG / NSS / Term Deposit pledged in favour of the MANAGING DIRECTOR, Andhra Pradesh Meat Development Corporation Limited, Hyderabad.

**6.10 CERTIFICATES TO BE SUBMITTED ALONG WITH COVER 1 : TECHNICAL BID**

1. Sales Tax Clearance Certificate (STCC)

Attested Photo copy of latest STCC and Sales Tax payment or Luxury Tax payment details obtained from Competent Authority of the area concerned shall be enclosed. Certificates older than last two Financial Years shall not be considered. Those not liable for S.T. payment under relevant rules should produce a certificate from authority to that effect.

2. Solvency Certificate (SC)

Attested Photo Copy of Solvency Certificate obtained from an Officer not below the rank of Tahsildar / MRO / MDO or from Scheduled Bank for an amount not less than Rs. 400.00 Lakhs (Rupees Four Hundred Lakhs only) should be enclosed. Solvency Certificate shall not be older than 90 days.

3. Permanent Account number:

Photo copy of Income tax permanent account number document

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## 7 EVALUATION OF MINIMUM ELIGIBILITY CRITERIA: COVER 1

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### 7.1 OBJECTIVE OF EVALUATING MINIMUM ELIGIBILITY CRITERIA

The objective of the minimum eligibility criteria is to short list Bidders who have:

1. The *financial strengths* necessary to contribute and / or arrange the funds required to execute the Project in the desired time frame.
2. The *technical skills* necessary to operate and maintain the Facility as per the Principles of Good Industry Practice.

### 7.2 MINIMUM ELIGIBILITY CRITERIA

#### 7.2.1 Eligibility Criteria for Financial Capability

The Bidding entity or for a Bidding Consortium, the Lead Consortium Member satisfying having Annual turnover<sup>1</sup> not less than Rs. 400 Lakhs as per the last 3 years ( 2004-05,2005-06,2006-07) audited financial statements would be considered as meeting Eligibility Criteria for Financial Capability. The Bidding entity or for a Bidding Consortium, the Lead Consortium Member, shall have the option to aggregate the strengths of its promoters, subsidiaries and affiliates for consideration, however the maximum number of entities whose strength shall be aggregated is restricted to ten only. The onus to demonstrate the relationship as Promoter/Affiliate/ Subsidiary with the Bidding Company/ Consortium Leader for the purpose of aggregation rests with the Bidding Company/ Consortium Leader. The four eligibility criteria's are:

1. Tangible networth<sup>1</sup> not less than Rs. 500 Lakhs as per the latest audited financial statement.
2. Annual turnover <sup>2</sup> not less than Rs. 400 Lakhs as per the latest audited financial statement
3. Tangible assets<sup>3</sup> not less than Rs. 1500 Lakhs as per the present market value
4. The agency should be making Net Profit for the last 2 consecutive years as per the latest audited financial statement.

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<sup>1</sup> Turnover has been defined as the gross sales of the company net of excise. This does not include other related income and non-operating income

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### 7.2.2 Eligibility Criteria for Technical Experience

The successful bidder shall engage their own men with technical experience as per the norms in existence

- a) Experienced butchers to work on overhead rails of mechanical slaughtering system in Sheep/Goats and Cattle
- b) As per 4.4

Format for Cover I – compliance to minimum eligibility criteria

Bidders are required to organise Cover 1 – Compliance to Minimum Eligibility Criteria as per the following checklist:

Cover 1	Compliance to Minimum Eligibility Criteria
Section 1	a) Covering Letter as per the format specified in Exhibit-2
Section 2	b) In case of a Bidding Consortium, MoU amongst the Consortium Members, incorporating the principles as in Exhibit 1 <i>(If applicable)</i>
	c) Letters of Acceptance, as per the format specified in Exhibit 4, from each of the Consortium Members, in case of a Bidding Consortium.
Section 3	a) Consideration for Evaluation of Minimum Eligibility Criteria as per the format specified in Exhibit 5
	b) Letters of Commitment as per the format specified in Exhibit 3, from each of the entities (which may be Promoter(s) and/or Affiliate(s) and/or Subsidiary (ies) of the Bidding Firm/Company or of a Financially Significant Consortium Member), the strengths of which are desired to be considered for the purpose of evaluation.
Section 4	a) Audited Annual Reports for the last three financial years, of which the last audited results made available should not be more than 13 months old as on last date of submission of RFP.
Section 5	a) EMD for an amount equal to Rs.5 lakhs/ in the form of a Bank, demand Draft from a Scheduled Commercial Bank (for Indian Bidders) / local branch of a foreign Bank (for foreign Bidders)
	b) Sales tax clearance certificate or luxury tax payment details
	c) Solvency certificate
	e) Xerox copy of PAN

*Specifically, the Technical Proposal shall be assessed for operational and maintenance sufficiency and will include the following:*

### 7.2.3 Operation and Maintenance Plan

A Detailed Report on the Operation and maintenance Plan covering the following sub-topics and should provide the plan to meet each of the specifications mentioned in the Section 4.4 sub-titled Project Specifications.

- A Detailed Note on Safety Measures Proposed
- Operations & Maintenance plan
- Details of use of other Facilities & Utilities
- Compliance of statutory guidelines for the purposes of clearances
- Standards proposed to be met & Plans for the same.
- Environment management plan

### 7.2.4 Operating Plan

- Projected expenditure
- Projected revenues
- Capacity utilisation
- Estimated User Charges
- Feasibility Analysis with justification of assumptions

## 7.3 EVALUATION PROCESS

The evaluation of the Technical proposal will be on pass-fail basis.

In evaluating the Business Proposal, APMDCL reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications.

For the proposals that do not meet the minimum compliance criteria in terms of designs and concept plan, APMDCL will suggest the bidders to modify their proposals and resubmit the same.

If in APMDCL's opinion, the Technical Proposal is non compliant with the Minimum Compliance Criteria or is materially deficient/inconsistent in any other aspect, the Bid shall be declared Technically Evaluated Non-Responsive and shall not be considered for further evaluation.

Only the Technically Evaluated Responsive Bidders shall be considered for evaluation of the Financial Bids.

## 7.4 PRESENTATION BY BIDDERS

APMDCL reserves the right to invite the bidders, at their own cost, to make presentation for clarification and additional information on their capability, concept plan and the business proposal.

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## 8 COVER 2 : EVALUATION OF FINANCIAL BID

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### 8.1 OBJECTIVE OF FINANCIAL BID EVALUATION

The financial Bid evaluation will seek the entity offering the best commercial terms to APMDCL.

### 8.2 FINANCIAL BID PARAMETERS

Bidders are required to offer their best quotes in terms of Lease amount per annum (more than the floor price which is Rs. 60 lakhs). The Lease amount should be in the form of a fixed sum payable monthly to APMDCL.

The above quotes shall be submitted by the Bidders in Cover 2: Financial Bid *in accordance with the Format Enclosed in Exhibit 6.*

#### 8.2.1 Computation of Final Scores and Ranking

The Bidders would be ranked in the descending order of the Lease amount offered. The Bidder with the highest lease amount offer would be designated as the Successful Bidder.

In the event two or more bidders offer equal amount as lease amount but higher than the rest of the bidders, the bidder who has proposed for investment in business plan will be ranked higher based on higher investment and declared successful bidder.

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## 9 EXHIBIT – 1 : PRINCIPLES OF THE MEMORANDUM OF UNDERSTANDING TO BE EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM

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In case of a Bidding Consortium, the principles based on which the Memorandum of Understanding (MoU) shall be executed between / among the Consortium Members, are stated below :

1. The MoU should clearly specify the roles and responsibilities of each of the Consortium Members, along with their proposed equity contribution. It is expected that the individual members have role definitions not conflicting with those of the other Consortium Members.
  - i. The MoU should clearly designate one of the Consortium Members as the Lead Consortium Member who will;
    - ensure the individual and collective commitment of each of the Consortium Members in honouring the Member's obligations towards the consortium. The Lead Consortium Member would be overall responsible for the execution of the Project.
2. The MoU should be duly signed by each of the Consortium Members.
3. The MoU should be executed on an appropriate stamp paper.
4. The MoU should be specific to this Project.
5. The MoU should be valid for a minimum of twelve months from the last date for submission of the Request for Proposal. The validity period of the MoU should be extendible on the original terms, if required by APMDCL.
6. The Firm providing the operational experience/expertise, need not necessarily become a consortium member but can have a management contract with the consortium for a minimum of three years.

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10 EXHIBIT – 2 : FORMAT OF THE COVERING LETTER

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*(The covering letter is to be submitted by the Bidding Firm/Company or the Lead Consortium Member of a Bidding Consortium, along with the Cover 1 of the Bid)*

Date :

Place :

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028  
Fax No: 00 91 40 23307156

Dear Sir,

Sub: Selection of an Investor for operation and maintenance of Modern Abattoir Facility, Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District A.P, India

Please find enclosed one (1) original + two (2) copies of our Bid in respect of the *Selection of an Investor for operation and maintenance of Modern Abattoir in Chengicherla, Ghatkesar Mandal, Ranga Reddy District A.P, India*, in response to the *Request for Proposal* ("RFP") Document issued by the Andhra Pradesh Meat Development Corporation Limited ("APMDCL") dated .....

We hereby confirm the following :

1. The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Firm/Company/Lead Consortium Member*) who is the Bidding Firm/Company / the Lead Consortium Member of the Bidding Consortium comprising \_\_\_\_\_ (*mention the names of the entities who are the Consortium Members*), in accordance with the conditions stipulated in the RFP. (*In case of a Bidding Consortium*) Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP, and the MoU (as per the principles stated in the RFP) between, \_\_\_\_\_ (*mention names of the entities that are the Consortium Members*), who are the Consortium Member(s) as per the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by APMDCL and in any subsequent communication sent by APMDCL. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from APMDCL.

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3. We desire / do not desire (*Please strike out whichever is not applicable*) to get credited for the financial strength of our Promoter, and/or Technical, Commercial, Managerial and strengths of our Promoter(s) and/or Affiliate(s) and/or Subsidiary(ies).
4. Our Bid includes (*only if desired to be credited for Promoter(s)/Affiliate(s)/Subsidiary(ies) strengths*) the Letter(s) of Commitment in the format specified in the RFP, from *(mention name(s) of the entities that are Promoter(s)/Affiliate(s)/Subsidiary(ies))*, who is/are the Promoter(s)/Affiliate(s)/Subsidiary(ies) as per the conditions stipulated in the RFP, of \_\_\_\_\_ (*mention name(s) of the Bidding Firm/Company / respective Consortium Members whose Promoter(s) / Affiliate(s)/Subsidiary(ies) have been listed above and cite relationship thereof*).
5. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. The Bidding Firm/Company / Bidding Consortium of which we are the Lead Consortium Member (*Please strike out whichever is not applicable*), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
7. We as the Bidding Firm/Company / Lead Consortium Member (*Please strike out whichever is not applicable*), designate Mr/Ms \_\_\_\_\_ (*mention name, designation, contact address, phone no., fax no., etc.*), as our Authorised Representative and Signatory who is authorised to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of us in respect of the Project.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :

*Andhra Pradesh Meat Development Corporation Limited*

Selection of an Agency for Operation and Maintenance of Modern Abattoir Facility at Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India

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**11 EXHIBIT - 3 : FORMAT OF THE LETTER OF COMMITMENT**

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*(The Letter of Commitment is to be submitted by EACH Promoter(s) and/or Affiliate(s) and/or Subsidiary(ies) of the Bidding Firm/Company of the Bidding Consortium whose strengths are desired to be considered for purpose of the evaluation of the Cover 1of the Bid)*

Date :

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028  
Fax No: 00 91 40 23307156

Dear Sir,

Sub : Selection of an Investor for operation and maintenance of Modern Abattoir Facility in Chengicherla, Ghatkesar Mandal, Ranga Reddy District, A.P. , India.

This has reference to the Bid being submitted by \_\_\_\_\_ (*name of the Bidding Firm/Company or of the Lead Consortium Member in case of a Bidding Consortium*), in respect of the *Selection of an Investor for operation and maintenance of Modern Abattoir in Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India*, in response to the Request for Proposal ("RFP") document issued by the Andhra Pradesh Meat Development Corporation Limited (APMDCL), dated .....

We hereby confirm the following:

1. We \_\_\_\_\_ (*name of Promoter/Affiliate/Subsidiary*), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
  - The Request for Proposal Document issued by APMDCL;
  - All subsequent communications between APMDCL and the Bidder, represented by \_\_\_\_\_ (*name of the Bidding Firm/Company or of the Lead Consortium Member in case of a Bidding Consortium*);
  - (*applicable only for a Bidding Consortium*) The MoU signed between/among \_\_\_\_\_ (*name(s) of Consortium Members*); and
  - The Bid being submitted by \_\_\_\_\_ (*name of the Bidding Firm/Company or of the Lead Consortium Member in case of a Bidding Consortium*).

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2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (*here give a brief description of the role*) in the Project as specified in the Bid. If \_\_\_\_\_ (*name of the Bidding Firm/Company / Bidding Consortium*) is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities.
3. The nature of our legal relationship with the Bidding Firm/Company / Consortium Members of the Bidding Consortium, is specified in the Bid, as per the requirements stated in the RFP.
4. We (*in case of Promoter(s), Affiliate(s), Subsidiary (ies), whose strengths are desired to be credited for Technical, Managerial, Operational and Commercial evaluation*) undertake to support \_\_\_\_\_ (*name of the Bidding Firm/Company / Consortium Members, for which the Letter of Commitment is being furnished*) in respect of the roles \_\_\_\_\_ (*briefly define the roles of the Bidding Firm/Company / respective Consortium Members*) as detailed in the Bid being submitted by \_\_\_\_\_ (*name of the Bidding Firm/Company or of the Lead Consortium Member in case of a Bidding Consortium*).
5. We therefore request APMDCL to consider our strengths, our experience, and our track record as specified in the Bid pursuant to the conditions specified in the RFP, for the purposes of evaluation of the *Proposal*.

For and on behalf of :

Signature :

(Authorised Signatory of respective Promoter / Affiliate / Subsidiary)

Name of the Person :

Designation :

*Andhra Pradesh Meat Development Corporation Limited*

Selection of an Agency for Operation and Maintenance of Modern Abattoir Facility at  
Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India

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**12 EXHIBIT – 4 : FORMAT OF LETTER OF ACCEPTANCE**

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*(The Letter of Acceptance is to be submitted by EACH Consortium Member of the Bidding Consortium)*

Date :

Place :

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500028  
Fax No: 00 91 40 23307156

Dear Sir,

Sub : Selection of an Investor for operation and maintenance of Modern Abattoir Facility in Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P , India

This has reference to the Bid being submitted by \_\_\_\_\_ (*name of the Bidding Firm/Company or of the Lead Consortium Member in case of a Bidding Consortium*), in respect of the *Selection of an Investor for operation and maintenance of Modern Abattoir in Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District A.P, India*, in response to the Request for Proposal ("RFP") document issued by the Andhra Pradesh Meat Development Corporation Limited (APMDCL)("APMDCL"), dated .....

We hereby confirm the following :

1. We \_\_\_\_\_ (*name of the Consortium Members furnishing the Letter of Acceptance*), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
  - The RFP Document issued by APMDCL;
  - All subsequent communications between APMDCL and the Bidder, represented by \_\_\_\_\_ (*Mention name of the Lead Consortium Member*);
  - The MoU signed between / among \_\_\_\_\_ (*names of the Consortium Members*), as members of the Bidding Consortium; and
  - The Bid being submitted by \_\_\_\_\_ (*name of the Lead Consortium Member*).

*Andhra Pradesh Meat Development Corporation Limited*

Selection of an Agency for Operation and Maintenance of Modern Abattoir Facility at  
Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India

2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (*here give a brief description of the role*) in the Project as specified in the Bid. If the Bidding Consortium is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.
3. We authorise \_\_\_\_\_ (*name of the Lead Consortium Member*), as the Lead Consortium Member and authorise the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the consortium, in respect of this Project.
4. We therefore request APMDCL to consider our strengths, our experience, and our track record as specified in the Bid pursuant to the conditions specified in the RFP, for the purposes of evaluation.
5. We understand that, no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Consortium Member/ Promoter(s)/ Affiliate(s)/ Subsidiary (ies) whose strengths are being credited for evaluation, shall be permitted after submission of the Bid. After selection, if any change in the membership in the Consortium (in respect of any Consortium Member/ Promoter(s)/ Affiliate(s)/ Subsidiary (ies) whose strengths have been credited for evaluation) is desired, it would need to be communicated to APMDCL in writing for its approval. APMDCL would reserve the right to reject such requests for a change of consortium structure, if in its opinion, it would adversely affect the same.

For and on behalf of :

Signature :

(Authorised Signatory of respective Consortium Member)

Name of the Person :

Designation :

**Andhra Pradesh Meat Development Corporation Limited**

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**13 EXHIBIT - 5 : COVER 1: FORMAT FOR INFORMATION  
SUBMISSION : MINIMUM ELIGIBILITY CRITERIA**

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### **13.1 FINANCIAL STRENGTH**

1. *The Bidding Firm/Company or in case of a Bidding Consortium, the LCM should attach the audited annual reports for the last three years which would be evaluated under financial capability.*
2. *In addition the Bidders are required to submit the following information, duly certified as accurate by the external auditors to the Company. In case the financial strength is submitted for Promoter(s) or/and subsidiaries or/and affiliates for evaluation, then the same should be submitted separately and also in aggregate for each of the entity. The total number of entities that will be aggregated is ten. The onus to exhibit the relationship for the purpose of aggregation rests with the firm being evaluated for financial strength.*

- 1) Form of Incorporation: (Mention the details of the law under which incorporated)
- 2) Financial Statements: In format given below:

(All figures in Rs. Lakhs)	For Last Three (Aud) Financial Years*		
Tangible Net Worth <sup>2</sup>			
Tangible Assets <sup>3</sup>			
Net Profitability <sup>4</sup>			
Profit after Tax			
Annual Sales Turnover <sup>5</sup>			
Total Liabilities			
Net Cash Accruals <sup>6</sup>			

\*The last audited results made available should not be more than 13 months old as on last date of submission of RFP.

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<sup>2</sup> *Tangible Network = (Equity Capital + Reserves and Surplus - Revaluation Reserve) - (Accumulated Losses + Intangible assets)*

<sup>3</sup> *Net Tangible Assets = Net Fixed Assets (excluding revaluation reserves, intangible assets such as goodwill, etc.) + Investments + Current Assets + Loans & Advances*

<sup>4</sup> *Net Profitability = Profit after Tax (PAT)/Sales Turnover*

<sup>5</sup> *Turnover has been defined as the gross sales of the company net of excise. This does not include other related income and non-operating income*

<sup>6</sup> *Net Cash Accruals = PAT+ Non-cash expenditure-dividend (including equity & preference dividend)*

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### 13.2 OPERATIONAL STRENGTH

*Bidders may please note that:*

*Only those projects which have been executed by*

- 1. the Lead Consortium Member*
- 2. or by Companies in which The Lead Consortium Member holds an equity stake of more than 26 %*
- 3. or by Companies which hold more than 26 % in the Lead Consortium Member*

*will be considered for evaluation. In case of indirect equity holding (implies a stake held in the company through a chain of other companies, for e.g. through subsidiaries or affiliates or through promoters, the percentage of holding would be considered on proportionate terms*

Particulars	Details
<i>Name of the Firm whose technical strength is being exhibited</i>	
<i>Names &amp; Location of similar facility</i>	
<i>Number of years of similar experience</i>	
<i>Year of Commencement of operations of the company</i>	
<i>Reference with Tel No and E-Mail (if any) for verification of the details provided above</i>	

*Please give details for all the relevant projects/facilities.*

*Bidders are required to provide documentary evidence of their experience. In the absence of such proof, APMDCL reserves the right not to consider the information provided by the Bidders for evaluation.*

### 13.3 PRESENTATION BY BIDDERS:

- APMDCL reserves the right to call bidders for a presentation at their own cost for clarification and additional information on the bidder's capabilities, operational and maintenance plan.

*Andhra Pradesh Meat Development Corporation Limited*

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**14 EXHIBIT - 6 : COVER 2 – FORMAT FOR INFORMATION  
SUBMISSION: FINANCIAL BID**

(The Financial Bid for lease should be provided in the following format)

Date :

Place :

Managing Director,  
Andhra Pradesh Meat Development Corporation Limited,  
10-2-289/127, Shantinagar, Hyderabad – 500 028  
Fax No: 00 91 40 23307156

Dear Sir,

Sub : Selection of an Investor for the operation and maintenance of Modern Abattoir Facility in Chengicherla Village, Ghatkesar Mandal, Ranga Reddy District, A.P, India

As a part of the Bid, we hereby make the following financial offer for lease to the Andhra Pradesh Meat Development Corporation Limited for the 10 year of operation and maintenance.

	(Rs.) <i>In figures</i>	(Rs.) <i>In words</i>
Lease amount per annum to be offered to APMDCL #		

# (As a Fixed sum - higher than the floor lease price of Rs 60 lakhs per annum)

The lease amount quoted per annum will be enhanced from 4<sup>th</sup> year (Beginning of 4<sup>th</sup> Year) as per WPI and compounded annually.

We agree to bind by this offer if we are the selected bidder.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :