

TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LIMITED
(ATelangana State Government Undertaking)
Regd. & Corporate Office: 6-2-915, HMWSSB Premises, Rear Block 3rd Floor, Khairatabad,
Hyderabad - 500 004,
Ph: 040-23323150, Fax: 040-23373155 e-mail: tsmdcltd@gmail.com

SHORT TENDER DOCUMENT

NAME OF WORK	Excavation of Sand 541936 CBM from Block Birkur-5 over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard. TenderNo.TSMDC/SM/EXC/Birkur/2020/154 Dt. 07-05-2020
Approximate value of work	Rs.6,50,32,320/-
Tender fee	Rs.20,000/-
Bid Security/ EMD	Rs.6,50,323/-
PERIOD OF DOWNLOADING OF BIDDING DOCUMENT	From 08.05.2020 at 3.00 PM to 15.05.2020 by 05.00 PM
PRE-BID QUERIES ONLINE	Dt. 13.05.2020 Queries through email : TSMDCCLTD@GMAIL.COM
LAST DATE AND TIME FOR RECEIPT OF BIDS	Dt.16.05.2020 upto 05.00 PM
PRE-QUALIFICATION/ TECHNICAL BID OPENING	Dt.18.05.2020, Time 10.30 AM hours.
PRICE BID OPENING	Dt .21.05.2020 time 10.30 AM hours.
PLACE OF OPENING OF BIDS	Office of Telangana State Mineral Development Corporation, 6-2-915, HMWSSB Premises, Rear Block 3 rd Floor, Khairatabad, Hyderabad – 500004
OFFICER INVITING BIDS	Vice Chairman & Managing Director TSMDC, # 6-2-915, HMWSSB Premises, Rear Block, 3 rd Floor, Khairatabad, Hyderabad – 500004.

Dr. G. Malsur,
Vice Chairman & Managing Director
TSMDC, Khairatabad.

**GOVERNMENT OF TELANGANA
TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LIMITED**

INVITATIONS FOR BIDS

Bid No.: TSMDC/SM/EXC/Birkur/2020/154 Dt. 07-05-2020

- The Vice Chairman and Managing Director, Telangana State Mineral Development Corporation, Khairtabad invites bids for Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of **27.09 Ha** at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidderto identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard.

Excavation of assessed Sand Through De-silting In Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichukunda Mandal of Kamareddy District								
Sl No	Block no.	Location	Thickness in m	Volume in Cum	Area in Ha.	Geo Co-ordinates		
1	Birkur-5	Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichukunda Mandal	2.0	541936	27.09	SNO	LATITUDE	LONGITUDE
						1	18 28 21.12	77 45 23.20
						2	18 28 21.71	77 45 41.8
						3	18 28 5.59	77 45 45.7
						4	18 28 04.61	77 45 27.59

- Bidding documents may be downloaded from website, <http://tender.telangana.gov.in>. Tender processing fee of Rs. 20,000/- shall be paid into TSMDC Ltd Account no.0002102000063993, IFSC CODE: IBKL0000002, IDBI Bank Basheerbagh Branch, Hyderabad. The copy of UTR No. shall be uploaded as part of Tender documents.
Bids must be accompanied by security/EMD of the amount **Rs.6,50,323/-Rupees Two Lakhs seventy three thousand three hundred and seventy five only** which may be paid online in e-procurement portal. Bid security shall have to be valid for 45 days beyond the validity of the bid.
- Bids will be opened online and the same will be visible in e-procurement portal.
- A pre-bid queries will be taken through e-mail on 13.05.2020 with mail ID tsmcdcltd@gmail.com to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
- Other details can be seen in the bidding documents.

6. The address for communication is as under:

Vice Chairman & Managing Director
Telangana State Mineral Development Corporation Limited
Regd. & Corporate Office: 6-2-915, HMWSSB Premises, Rear Block 3rd Floor, Khairatabad,
Hyderabad - 500 004,
Ph: 040-23323150, Fax:040-23373155
e-mail: tsmdcltd@Gmail.Com, tsmdcit@gmail.com

Seal of office

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid	1.1 The Employer Vice Chairman and Managing Director, Telangana State Mineral Development Corporation, Khairtabad invites bids for Excavation of Sand 541936 CBM from Block Birkur-5 over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard. 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date. 1.3 Throughout these Bidding Documents: (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex,) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “day” means calendar day.
2. Eligible Bidders	2.1 Open to all bidders.
3. Qualifications of the Bidder	To qualify for award of the Contract, the bidder in its name should have, in the last three years, i.e., 2017-18, 2018-19 and 2019-20 the following experience and licenses 3.1 The Bidder may be an individual / Firm / Company achieved in atleast two financial years a minimum annual financial turnover each of Rs.12,95,53,440 (Rupees Twelve Crores ninty five lakhs fiftythree thousand four hundred and forty only). (2 times the value of work) 3.2 The bidder shall have satisfactorily completed at least one work of Mining/Civil work of value not less than Rs5,18,21,376/- (Five crores eighteen lakhs twenty one thousand three hundred and seventy six only) (80% of value of work) involving excavation and removal any Earth /mineral including sand in State / Central Government Undertaking or Public Limited Companies / and (or) Mines of any Company during the last three (3) years 3.3 The bidder shall have executed in any one year during last three years the minimum quantity of 431845 CBM (80% of quantity

	to be excavated)excavated. 3.4 The Bidder shall have under their possession through ownership or lease the following required machinery along with experienced operators to undertake mining operations for production of sand from its assigned reaches by the Government. List of Machinery required are mention below: <table> <tr> <td>Hydraulic excavator (bucket capacity of 0.9cbm and above)</td><td>6 No.</td></tr> <tr> <td>Mobile Water Sprinklers/Water tankers</td><td>2 No.</td></tr> <tr> <td>Tractors or Tippers</td><td>40 Nos or 20 Nos</td></tr> </table> The equipment to be deployed should be in good working condition 3.5 The Bidder shall have PF Registration Number. 3.6 Bid Capacity: Bidder who meets the minimum qualification criteria will be qualified only if their available bid capacity for excavation work is equal to or more than the total bid value. The available bid capacity will be calculated as under. Assessed Available Bid Capacity = (2 X A X N)-B. Where, A = Maximum value of sand or any mineral or earth excavated in any one year during last three year. N = No of years prescribed for completion of works for which bids are invited i.eN = 1 B = Value of existing commitments and on-going works to be completed during the period of completion of works for which Bids are invited.	Hydraulic excavator (bucket capacity of 0.9cbm and above)	6 No.	Mobile Water Sprinklers/Water tankers	2 No.	Tractors or Tippers	40 Nos or 20 Nos
Hydraulic excavator (bucket capacity of 0.9cbm and above)	6 No.						
Mobile Water Sprinklers/Water tankers	2 No.						
Tractors or Tippers	40 Nos or 20 Nos						
4. One Bid per Bidder	4.1 Each Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid shall cause all the proposals with the Bidder's participation to be disqualified. The bidding document is not transferable.						
5. Cost of Bidding	5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.						
6. Site Visit	6.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the Site shall be at the Bidder's own expense.						

B. Bidding Documents

7. Contents of Bidding Documents	7.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 9: Invitation for Bids Section I Instructions to Bidders Section II Forms Section III General Conditions of Contract
8. Clarification of Bidding Documents	8.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing through email to tsmdcltd@gmail.com. The Employer shall respond to any request for clarification received earlier than 3 days¹ prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but without identifying its source through email. 8.2 Pre-bid Meeting 8.2.1 The bidder or his official representative can send queries pertaining to Bid document to tsmdcltd@gmail.com 8.2.2 The purpose will be to clarify issues and to answer questions on any matter that may be raised at that stage. 8.2.3 The bidder is requested to submit any questions in writing or by facsimile or email to reach the Employer before the meeting. 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of inquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-bid queries shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the pre-bid responses.
9. Amendment of Bidding Documents	11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda. 11.2 Any addendum thus issued shall be part of the Bidding

¹ It may be necessary to extend the deadline for submission of bids if the Employer's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.

	Documents and shall be communicated in writing to all purchasers of the Bidding Documents.² Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 17.2 below.
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C. Preparation of Bids

10. Language of Bid	10.1 All documents relating to the Bid shall be in the English.
11. Documents Comprising the Bid	11.1 The Bid submitted by the Bidder shall comprise the following: (a) The Bid (in the format indicated in Section II); (b) Bid Security, in accordance with ITB Clause 15, if required; (c) Forms; and any other materials required to be completed and submitted by bidders. The documents listed in Section II, sub-clause 7.1 shall be filled in without exception.
12. Bid Prices	12.1 The Contract shall be for the whole Works, as described in ITB Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder. 12.2 The Bidder shall fill in rates and prices and line item total (both in figures & words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. 12.3 The rates quoted in the tender must be firm and hold good throughout the contract period. No escalation whatsoever will be allowed except as provided in the tender. Increase in the rates on any other count shall not be considered.

² It is therefore important that the Employer maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.

	12.4 Quoting for part of the work is liable for rejection. 12.5 The rates quoted shall be all inclusive covering the cost of personnel, equipments, materials, escalations (as provided in the tender) and all other facilities and operations necessary for the satisfactory completion of the work and shall be inclusive of all charges for handling, transport, lead, lift, labour housing, sanitary and medical facilities for labour, construction, tools and plant, electric power and water, workshop, insurance, payment of taxes and duties, watch & ward arrangements etc., and all other expenses of every description which under the contract are to be borne by the CONTRACTOR. 12.6 The Corporations upset price is Rs.120/- per CBM (Rs.35/- for excavation and loading charges for machinery at Reach, Rs.10/- for formation of Ramps and maintenance of Roads, Rs.40/- for transportation charges for the tractors/Tippers of sand from reach to stockyard and Rs.35/- for loading cost of sand from Stockyard to lorries. The said cost is inclusive of all taxes. <u>Note:</u> 1. If the % rate quoted by any bidder for the above mentioned work is lower than or equal to 25% less(-) of upset price, then such bid shall be rejected and the tender shall be finalized based on merits of the rest bids. But, if more than one bid is quoted at lowest price subject to point 1 (Rate per CBM in Rupees and Paisa up to two decimals) the tender shall be finalized through draws of lots, where all such bidders/their authorized representatives will remain present for selection of successful bidder .
13. Currencies of Bid and Payment	13.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.
14. Bid Validity	14.1 Bids shall remain valid for the period 90 days from the date of opening of the bids. A bid valid for a shorter period shall be rejected by the employer as non-responsive. 14.2 In exceptional circumstances, prior to the expiry of the original bid validity, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 15, it shall be extended up to 45 days after the deadline of the extended bid validity period. A Bidder may refuse the request

	without forfeiting the Bid Security.
15. Bid Security	15.1 The Bidder shall furnish, as part of its Bid, a Bid security, in original form for the amount Rs.6,50,323/--<i>(1% of Value of work)</i> for this particular work. 15.2 This bid security shall be paid online in e-procurement portal. 15.3 Bid security for the bid shall be valid for 45 days beyond the validity of the bid. 15.4 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 15.2 and 15.3 above shall be rejected by the Employer as non-responsive. 15.5 The Bid security of unsuccessful bidders will be returned within 42 days of the end of the bid validity period specified in Sub-Clause 14.1. The Bid Security of successful bidders will be discharged and returned when the bidder has signed the Agreement and furnished the required Performance Security, or adjusted to performance Security Deposit. 15.6 The Bid Security may be forfeited: (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 14.2; or (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 23. (c) if the successful Bidder fails within the specified time to: (i) sign the Contract Agreement; or (ii) furnish the required performance security .
15.a) Additional Performance Security Deposit	The Successful Tenderer has to provide Additional Bank Guarantee when quotes less than 15% of upset price mention by Corporation in Tender Document. Formula for Additional Performance Security Deposit as follows: Estimated Quantity x (102 - price quoted by tenderer) The Additional Performance BG should be valid for a contract period + 180 days from the date of Agreement. The Performance Security Deposit/ Additional Bank Guarantee as above will be

	returned to the Contractor by TSMDC within six (6) months from the date of successful completion of the contract, on submission of “No due Certificate” from the Project Officer in Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District, and an unconditional “No claim Certificate” against TSMDC by the Contractor.
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D. Submission of Bids

16. Submission, Sealing and Marking of Bids	16.1 Bidders shall submit their bids electronically. The Prospecting Bidder shall participate through online www.eprocurement.gov.in website and Tender Schedule details specifying various terms and conditions of the above tenders can also be downloaded from the above website. All the documents EMD, Tender document, tender fee UTR No. Copy shall be uploaded in e-procurement portal on or before 16.05.2020, 5:00 PM. 16.2 The tender proposal shall be made in TWO PARTS i.e., PART - 1 and PART-2. PART – 1 shall contain the Technical Bid and PART – 2 shall contain the “Price Bid” which shall be prepared in the manner described below : 16.3 The following documents duly filled in and signed with date and seal on each page by the Bidder shall be submitted to TSMDC. i. Check list of documents to be enclosed with the tender: This shall be submitted in the prescribed proforma, “FORM – A” enclosed in Section- II. ii. Letter of submission of Tender: This shall be submitted in the prescribed proforma, “FORM-B”, enclosed in Section-II. iii. Full information about the Bidder: This shall be furnished in the prescribed proforma, “FORM-C”, enclosed in Section- II including details regarding financial soundness of the Bidder. iv. Details of machinery equipments, tools, tackles etc., the Bidder proposes to deploy for this work: This shall be furnished in the prescribed proforma, “FORM – D”. v. Details of similar works done during the past Three years by the Bidder: This shall be furnished in the
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	prescribed proforma, “FORM –E”. vi. In the event of the space being insufficient for the required purpose, additional sheets may be added, which shall be numbered consecutively and duly signed and included in the bid submission form (“Form – B”). vii. Any other information, the Bidder desires to furnish in connection with this tender. 16.4 The Bidder shall ensure that all pages of the documents are signed and affixed the stamp thereon and shall submit scanned copies of all documents relating to Technical bid and uploading in the e-procurement system and same hard copy shall be submitted to TSMDC Office superscripted as “Part-1-Techncial Bid” along with Bid Security. 16.5 The Bidder shall submit scanned copy of Price Bid (Part-2) as specified in Form F and upload in the e-procurement system. uploading of price bid in the technical bid will amount to non responsiveness of the bid. 16.6 The Bid shall be submitted only in the name of the Bidder in whose name the Bid documents were issued by TSMDC.
17. Deadline for Sub-mission of Bids	17.1 Bids shall be submitted in the e-procurement system no later than 16.05.2020 upto 5.00 PM. 17.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.
18. Late Bids	18.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 17 shall be returned unopened to the Bidder.
19. Withdrawal, Substitution and Modification of Bids	19.1 Bidders may withdraw, substitute or modify their Bids before the deadline prescribed in ITB Clause 15. 19.2 No Bid may be substituted or modified after the deadline for submission of Bids. 19.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB Sub-Clause 14.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 15.

E. Bid Opening and Evaluation

20. Bid Opening	20.1 The Employer shall open the technical bids on 18.05.2020 at 10:30pm in e-procurement system the price bids of the technically qualified bidders will be opened in the e-procurement system on 21.05.2020, 10.30 AM at TSMDC. 20.3 The bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid withdrawals, substitutions, or modifications, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, shall be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 18.
21. Clarification of Bids	26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 23.
22. Examination of Bids and Determination of Responsiveness	27.1 Prior to the detailed evaluation of Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the Security and (d) is substantially responsive to the requirements of the Bidding Documents. 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. 27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
23. Correction of Errors	23.1 Bids determined to be substantially responsive shall be checked by the Employer for any arithmetic errors. Errors shall be

	corrected by the Employer as follows: (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern. 23.2 The amount stated in the Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 15.6 (b).
24. Currency for Bid Evaluation	The currency for bid evaluation shall be Indian Rupees only.
25 Evaluation and Comparison of Bids	25.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 22. 25.2 In evaluating the bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows: (a) making any correction for errors pursuant to ITB Clause 23; (b) Making an appropriate adjustment for any other acceptable variations, deviations. 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
26. Confidentiality	Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding

	process, it should do so in writing.
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F. Award of Contract

27. Award of Contract	27.1 The Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be eligible and qualified. 27.2 Acceptance of tender by the TSMDC will be communicated by Telegram/Fax/Courier Service or by Registered letter/e mail. 27.3 Letter of Intent (LoI) will be issued by TSMDC to the successful bidder and on receipt of LoI, the successful bidder shall enter into agreement with TSMDC as per the norms and conditions mentioned in the tender document. 27.4 The successful Bidder shall be required to execute an agreement in the prescribed proforma enclosed. The Agreement shall be prepared on a Non-Judicial Stamp Paper of appropriate value to be purchased by the successful Bidder in his / their name and the same shall be executed within seven(7)working days from the date of issue of the Letter of Intent / Letter of Acceptance by submitting the required bank guarentees. The successful Bidder shall commence the operations within one week from the date of Agreement. In the event of failure on the part of the CONTRACTOR to sign the AGREEMENT within the specified time, TSMDC shall, at its sole discretion, cancel the Letter of Intent or Letter of Acceptance and forfeit the Earnest Money Deposit.
28. TSMDC's Right to Accept any Bid and to Reject any or all Bids	TSMDC reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the TSMDC's action.

Section II. Forms of Bid

Form - A

CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER

(To be in separate sheet and included in Part –1 of the tender)

Sl. No. whichever is not applicable)	Description	Declaration (Strike Out
(A) PART – 1 OF THE TENDER (TECHNICAL BID)		
1.	Whether Check list of documents in the Prescribed proforma, Form 'A' enclosed with 'Tender proposal Forms'	Yes / No
2.	Whether Bid submission form in the prescribed proforma, Form 'B' enclosed with duly filled in and signed as per Instructions to Bidder's.	Yes / No
3.	Whether Earnest Money Deposit for the value as indicated in Notice Inviting Tender, in the manner Specified in Instructions to Bidder.	Yes / No
4.	Whether following Formats enclosed to Tender Proposal Forms' duly filled in and signed along with all required enclosures, complete as per Instructions to Bidder. Form C, D & Form E	Yes / No
B. PART – 2 OF THE TENDER (PRICE BID)		
1.	Whether Price quotation in the prescribed in Form 'F' enclosed ?	Yes / No

Form - B**Bid Submission Form
(To be included in Part – 1 of the tender)**

To
The Vice Chairman & Managing Director
Telangana State Mineral Development Corporation Ltd.,
3rd Floor, Rear Block, HMWSSB Premises,
Khairatabad,
HYDERABAD – 500 004.

Name of Work: Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District

TenderNo.TSMDC/SM/EXC/...../..... /2020**Date:**

Sir,

Having carefully examined all the tender documents consisting of Invitation of Tender, Instructions to Bidders, General Conditions of Contract, Special Conditions of the Contract, Bill of Quantities and other documents and papers as enclosed and having understood the provisions contained therein and having inspected the site, I/We hereby submit my / our offer to undertake the Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard.

- 1.0 As stipulated in the Notice Inviting Tender, I /We herewith enclose Earnest Money Deposit of **Rs.**/- in the form of online payment in e-procurement portal., I / We agree that in case our tender is accepted the said amount of earnest Money may be retained by the TSMDC Ltd., and treated as Performance Security Deposit.
- 2.0 I / We undertake to agree for forfeiture of EMD byTSMDCif we do not execute the contract within the time prescribed in LOI.
- 3.0 I/We undertake, if our tender is accepted, to complete and deliver the whole of the works specified in the contracts within the time / period stipulated in the tender documents/ Contract.
- 4.0 I / We agree to abide by this tender condition to enter into agreement within a period of 7 days from the date of declaration of successful Bidder.

-
- 5.0 Unless and until a formal agreement is prepared and executed, this Tender together with my / our written acceptance thereof, shall constitute a binding contract between us.
- 6.0 I / We distinctly agree that I / We will not thereafter make any claim or demand upon Telangana State Mineral Development Corporation Ltd., for release of EMD / Security Deposit / Payment of bill in case of reversal of work properly or due to alleged misunderstanding or mistake on my / our part of any of the said requirements, covenants, agreements, stipulations, restrictions and conditions.
- 7.0 The following pages have been added to and form part of this tender
- 8.0 Dated this Day of 2020.

**SIGNATURE OF WITNESSES
WITH ADDRESS**

**SIGNATURE OF THE BIDDER
WITH DATE &STAMP**

Form - C
FULL INFORMATION ABOUT THE BIDDER
 (To be included in Part – 1 of the Tender)

NAME OF THE WORK: Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard.

NAME OF BIDDER:

The following information shall be furnished by the Bidder.

- 1.0 In Case of Individual
 - 1.10 His full name, address and place of business.
 - 1.20 His financial status
 - 1.30 His previous experience
 - 1.50 Details of PAN No.
 - 1.60 Details of Income Tax Assessment documents.
- 2.0 In case of Partnership Firm
 - 2.10 The Registration Certificate of Partnership Firm
 - 2.20 The Partnership deed
 - 2.30 Names and Particulars of Partners
 - 2.40 Place of Business of Partnership Firm
 - 2.50 Previous experience of the Partnership Firm
 - 2.60 Details of PAN No. of Partnership Firm
 - 2.70 Income Tax Assessment documents of Partnership Firm
 - 2.80 The details of person who are authorized to sign documents, bills and receipts on behalf of Partnership Firm.
- 3.0 In case of companies
 - 3.10 Date and place of registration including date of commencement certificate in case of public limited companies – certified copies of Memorandum and Articles are also to be furnished.
 - 3.20 Nature of business carried on by the Company and the provisions of its Memorandum relating thereto.
 - 3.30 Names and particulars including address of all the Directors.
 - 3.40 Previous experience.
 - 3.50 Its authorized, subscribed and paid up Capital.
 - 3.60 The person who will sign documents, bills and receipts on behalf of the company.

**SIGNATURE OF BIDDER WITH
DATE AND STAMP**

Form - D

(To be in separate sheets and included in Part 1 of the tender)

TenderNo.TSMDC/SM/Exc/...../...../2020 Dtd.....

DETAILS OF MACHINERY, EQUIPMENT AND VEHICLES AS PER CLAUSE

Sl. No	Name of the Machinery	Capacity Specification	Owned or Lease	Remarks
1	Excavators			1. All Bidders are requested to submit an undertaking on Non-Judicial Stamp Paper stating that they possess either on ownership basis or Hire basis, the required machinery as specified in Tender Document. 2. The Successful bidder shall furnish documentary evidence of possession of machinery either on ownership basis or Hire basis as specified in the Tender document before entering into agreement.
2	Mobile Water Tankers			
3	Tractors / Tippers			

**SIGNATURE OF BIDDER WITH
DATE AND STAMP**

Form –E
DETAILS OF SIMILAR NATURE OF WORK DONE DURING THE PAST THREE YEARS BY THE BIDDER

(To be in separate sheets and included in Part 1 of the tender)

NAME OF THE WORK: Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard.

NAME OF THE BIDDER:

A. WORKS EXECUTED IN CASE OF INDIVIDUAL BIDDER/ FIRM/ COMPANY DURING LAST 3 YEARS (i.e 2017-18 to 2019-20)

Full postal address of the client and description of the work	Value of contract.	Qty. extracted	Scheduled completion as per contract	Date of commencement	Date of Completion	Reason for delay if any

B. QUANTITIES OF WORK EXCAVATED IN THE LAST 3 YEARS

Year	Name of the Work	Name of the Completion work	Quantity excavated	Remarks
2017-18				
2018-19				
2019-20				

DATE SIGNATURE OF BIDDER WITH SEAL

Contd....

Certificate

(To be issued by the Chartered Accountant)

This is to certify that M/s..... address..... PAN No..... has executed work consisting excavation of Sand or any Mineral (works as mentioned below) during the period of last 3(three) financial years. Details of such work executed are furnished below :

Sl. No.	Year	Sand / Any Mineral	
		Quantity excavated	Value of the quantity
		In CBM / MT	In Rs.
1			
2			
3			
4			
5			

We further certify that the above particulars / quantities / values / turnovers are true and correct and we have verified the following records / documents / vouchers for this certification

Sl.No.	Name of document
1.	
2.	
3.	
4.	

Counter signature of the Authorized Signature of the Bidder

Chartered Accountant
Signatory the Company

C. Information on Bid Capacity: (works for which bids have been submitted and works which are yet to be completed) as on the date of bid submission.

(a) Existing commitments and on-going construction works:

Descripti on of works	Place & State	Contract No & Date	Name & Address of Employee	Value of Contract (Rs. In Lakhs	Stipulated period of completion	Value of works remaining t be completed (Rs. Lakhs)*	Anticipated Date of completion
1	2	3	4	5	6	7	8

- Enclose certificate(s) from Engineer (s) –in-charge for value of work remaning to be completed.

(b) Works for which bids already submitted & likely to be awarded – expected additional commitment.

Description of Word	Place & State	Name & Address of Employer	Estimated Value of works (Rs. Millions)	Stipulated period of completion	Date when decision is expected	Remarks , If any
1	2	3	4	5	6	7

FORM – 'F'

TenderNo.TSMDC/SM/EXC/...../...../2020 Date:

PRICE BID-Part-2

(price bid should submit through online only)

Rates to be quoted clearly both in figures and words

Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard.

TABLE A

S. No	Description	Unit	Quantity	Rate in Rs.		Amount on Total quantity (Rs.)
				In Figures	In words	
1	Excavation of sand from Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District	CBM		120.00	One hundred and twenty	
	a. Excavation and Loading at reach.			35.00	Thirty five Rupees	
	b. Preparation of roads, ramps & Maintenance.			10.00	Ten Rupees	
	c. Transportation of sand from source to stockyard.			40.00	Forty Rupees	
	d. Loading cost of sand from stockyard to lorries			35.00	Thirty five Rupees	

DATE:

SIGNATURE OF THE BIDDER

WITH SEAL

Contd...

The prospecting Bidder shall participate through online www.eprocurement.gov.in website.

Contact Details

OFFICE ADDRESS :

**Telangana State Mineral Development Corporation Ltd.
#6-2-915, 3rd Floor, Rear Block,
HMWSSB PREMISES,
Khairathabad, Hyderabad
Telangana, India.
Phone: +91-40-23323150. Fax: +91-40-23373155.**

Section-III General Terms And Conditions

I. Location of the work:

The villages covered in the Excavation of Sand **541936 CBM from Block Birkur-5** over an extent of 27.09 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard. The successful bidder shall extract the sand within the Geo coordinates as specified below.

Excavation of Sand Through De-silting In Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichukunda Mandal of Kamareddy District								
Sl No	Block no.	Location	Thickness in m	Volume in Cum	Area in Ha.	Geo Co-ordinates		
1	Birkur-5	Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichukunda Mandal	2.0	541936	26.99	SNO	LATITUDE	LONGITUDE
						1	18 28 21.12	77 45 23.20
						2	18 28 21.71	77 45 41.8
						3	18 28 5.59	77 45 45.7
						4	18 28 04.61	77 45 27.59

2. Period of the Contract:

The contract will be for a period of **Twelve (12) Months**.

3. Quantum of work:

Excavation of **541936 CBM** sand in a contract period.

4. Performance Security Deposit:

- i. The successful bidder(s) shall pay 15% of Bid amount (i.e., quoted rate x CBM) as Performance Security Deposit (PSD). The EMD amount will be adjusted against the Performance Security Deposit. PSD and the balance Performance Security Deposit shall be remitted in the form of Bank Guarantee (BG).

The BG should be valid for the contract period + 180 days from the date of Agreement. The Contractor shall not be entitled to claim interest on EMD.

- ii. The Corporation reserves the right to forfeit PSD or adjust the amounts recoverable as against Performance Security Deposit (including invocation of Performance Bank Guarantee) in accordance with Failure and Termination. The decision of the Corporation is final and binding on the bidder/ Contractor.
- iii. The Corporation also reserves the right to adjust any sum of money due and payable by the contractor to the Corporation against Performance Security Deposit in case the Corporation is unable to recover the due amounts from the contractor.
- iv. Additional performance Security Deposit:

The Successful Bidder has to provide Additional Bank Guarantee when quotes less than 15% of upset price mention by Corporation in Tender Document. Formula for Additional Performance Security Deposit as follows:

$$\text{Estimated Quantity} \times (102 - \text{price quoted by Bidder})$$

The Additional BG should be valid for a contract period + 180 days from the date of Agreement.

5. Extraction of Sand:

The Government of Telangana formulated Telangana State Sand Mining Rules, 2015 (TSSMR–2015) vide G.O. Ms. No.3, dated 08-01-2015, Industries & Commerce Department and subsequent Amendment made in G.Os. The Bidding Contractor shall comply all the Rules of TSSMR – 2015 and also comply with the Sand Mining Policy guidelines as issued in G. O. Ms. No.38, dt.12-12-2014 while extraction of sand.

6. Equipments and Personnel:

The equipments once deployed for the work shall not be withdrawn without prior permission from Project Officer of TSMDC.

The Bidder is exclusively responsible for the supervision of the entire work, either personally or through his qualified supervisory agents or staff acceptable to the TSMDC subject to the powers of the Project Officer, to insist on employing more supervisory staff, if, in his opinion, for efficient execution of the work requires it. The Bidder hereby agrees to abide by the decision of the Project Officer in this regard.

The Bidder shall confirm to all the laws governing employment, payment, safety and welfare of his / their labour and staff and provisions of the Minimum Wage Act, the Workmen's Compensation Act, Contract Labour (Abolition & Regulation) Act, the Mines Act, Industrial Disputes Act, Maternity Benefit Act, Bonus Act and other statutory provisions as are existing as of now or as may be introduced later as well as those orders of Government of India or State applicable to the TSMDC, and the Rules and Regulations framed under the said Acts / Enactments, from time to time. If any amount becomes payable by the TSMDC as a result of any claim or application in terms of the provisions of the said Acts and the rules and regulations, bye-laws or the orders made there under, such amount shall be recoverable from the Bidders. Any consequences arising out of

non-compliance of safety provisions will be at the risk and cost of Bidder. The Bidder will maintain all the statutory registers under the above Acts / Enactments and Rules and Regulations and will submit the same to the Sand Reach Officer regularly.

The successful Bidder shall obtain all necessary licenses, permits, approvals, etc., before the commencement of work as required under Telangana State Sand Mining Rules, 2015, for the execution of the work and of anything required to be done to execute the work. The bidder shall identify stockyard near to the motorable road. **It is sole responsibility of successful Bidder to lay/form required road from stockyard to nearby connectivity road for plying of Lorries/Vehicles, any incidental expenditure incurred and involved thereon for laying & maintenance of roads shall be borne by the Successful Bidder.**

All the personnel engaged by the Bidder in connection with the performance of the contract shall be the employees of the Bidder and no claim shall lie against the TSMDC in respect of non-payment of wages or remuneration of any description due by the Bidder to his / their employees or for any failure on the part of the Bidder in the discharge of his / their obligations to his / their employee.

In the event of the TSMDC becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders thereunder, the TSMDC has the right to deduct the said amount from the amounts due to the Bidder from his bills or security deposit.

7. Safety, Sanitary and Medical Requirements

- a. The Bidder and his / their employees shall promptly comply with the safety, sanitary and medical requirements as stated therein prescribed by law, or as may, from time to time be prescribed by the Project Officer to the need that proper work shall be done and that the safety and health of the employees and of the local communities may be safeguarded. In case such regulations and orders are not observed by the Bidder, they may be enforced by the Sand Reach Officer at the Bidder's expenses.
- b. The Bidder shall issue Identity Card / Gate Passes to all his / their employees (having their photographs). Further, the drivers, once deployed on Heavy Earth Moving Machinery will not be changed without prior permission.
- c. The Bidder shall be responsible for imparting required Vocational Training and the Bidder shall be responsible for the safety of his / their employees in all phases of work and shall provide and enforce the use of such safeguards, safety boots, shine guards, gloves, respirator, safety belts, helmets, goggles and other safety devices as may be required by the regulations for the time being in force. The Bidder shall promptly report serious accidents to any of his / their employees to the Sand Reach Officer and shall make arrangements to render all possible assistance to such employees.
- d. All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the Bidder wherever needed, for use of employees on the work.

- e. First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.
- f. All Equipments deployed for the work should have first aid, safety belts, proper lighting front and audio-visual alarm. In addition, reversing of heavy earth moving machinery equipments must be done with one man for signaling. Further, their fitness will be checked periodically and if found defective, they will be withdrawn immediately. All employees deployed for operation and maintenance of heavy earth moving machinery and other machinery shall be trained as required under Motor Vehicle Transport Rules.
- g. The Bidder shall provide his own staff at his own expense for protecting the property from any loss or damage from whatever causes, until the completion and acceptance of the work. Should any damage occur, the Bidder shall repair the same at his own expense to the satisfaction of the TSMDC. The Bidder shall be responsible for such policing of his own material, storage areas, store house, equipment yard etc., as may be required. The TSMDC shall not accept responsibility for protection of the Bidder's equipments, tools and materials.
- h. The contractor shall provide CCTV Cameras with 3 months backup and 1 year external harddisk backup. The contractor shall provide fencing with barricades at stockyard. The CC TV surveillance hard disk shall be handed over to TSMDC every month.
- i. The contractor shall provide Minimum facilities of drinking water, Rest area with shade, to the personnel and transporters.

8. DETERMINATION OF VOLUME OF SAND:

For billing purpose the volume of excavation of sand shall be decided based on sand dispatches in transit pass **Form – E** in CBM, which is issued at stockyard to Lorries/any vehicle by TSMDC at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal of Kamareddy District, Telangana State. Decision of TSMDC is final in this matter.

9. Final Payment And Release

9.1 Immediately, on completion of the work, the Bidder shall submit his final bill indicating the gross and net amount payable. On receipt of this, the TSMDC shall verify the same, determine the total value of the work done by the Bidder and after deducting all sums paid to him already and due to the TSMDC on any account and such further sums as the TSMDC is or may be authorized or required to reserve or retain under the terms of the contract or otherwise shall, make over to the Bidder his final payment, subject to the Bidder furnishing an unconditional certificate to the effect that he has no further claim of whatsoever nature or description from TSMDC.

9.2 All prior certificates upon which advance payments may have been made shall be subject to correction in the final certificate.

-
- a. No claim shall be made or be filed by the Bidder and TSMDC shall not be liable to any money to the Bidder except as specifically provided in the contract. Accepted by the Bidder of the final payment as aforesaid shall be a release to the TSMDC from all claims and liability to the Bidder in respect of anything done or furnished by the Bidder for or in relation to the work, or in respect of any act or omission of the TSMDC or any other person relating to or affecting the work.
 - b. The Bidder shall at all times well and sufficiently indemnify and keep indemnified the TSMDC and hold them harmless from any and all liabilities for damages resulting from or arising out of, or in any way connected with the operation covered by this contract and shall himself be responsible for all risks, claims etc., in the event of the TSMDC becoming liable for any such claims, such amount including all costs, damages, etc., incidental thereto shall be recoverable from the Bidder, and if any amount is due and payable to the Bidder, be deducted therefrom.

10. Changes in Work

- 10.1 The quantities set out by the TSMDC in the schedule of excavation and forming part of the contract are the quantities of sand to be excavated by the Bidder in fulfillment of his obligations under the contract.
- 10.2 The TSMDC may, without invalidating the contract and without notice to the Bidder's sureties, if any, require the Bidder to perform extra items of quantities of work not included in the schedule of quantities and rates, make changes within the general scope of the work covered by the contract or otherwise vary the work. The Bidder shall perform such extra items or quantities of work or comply with such changes and variations in the manner and to the extent specified in written orders approved by TSMDC and issued by the VC&MD.
- 10.3 Any extra quantity of work ordered by TSMDC and executed by the Bidder for which rates have been provided for in the schedule of quantities and rates and which is performed by the Bidder in terms of a change as referred to in sub-clause (15.2) hereof, the Bidder within seven (7) days of receipt of such order shall submit his rate to the VC&MD prior to commencement of such item of work for consideration and sanction by TSMDC. If the Bidder shall commence such item of work or incur any expenditure in connection therewith before the rate therefore shall have been determined as herein before mentioned the Bidder shall be entitled to be paid in respect of the work carried out or the expenditure incurred by him prior to the date of determination of the rate as aforesaid only on the basis of such rate as may be fixed by TSMDC. If the nature or amount of any change or variation shall be such that in the opinion of the VC&MD the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the VC&MD shall fix such other rate as he may be in the circumstances, consider reasonable and the Bidder shall have no claim for any compensation on account of any profit or advantage that might have occurred to him from execution of the work in full and / or without change or variation as aforesaid.

10.4 The Bidder strictly prohibited from over loading sand against the loading capacity of the vehicle. Any vehicle found with over loading (20) times penalty will levied on the Bidder on the sand cost, which was overloaded. If second time any lorry found with over loading the agreement shall be cancelled without any notice.

10.5 All Malpractices are prohibited in the sand/ reach/stockyard any Malpractices noticed in the stockyard leads to imposition of penalty at the discretion of TSMDC, and cancelation of agreement with Bidder.

10.6 The Bidder invariably dispatch daily 2500 CBM and excavate 3000 CBM for day.

11. Payment

The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 15th day of succeeding month through account pay cheque only. The rates payable to the Sand Raising Contractor shall be as per rates quoted by him / them based on transit pass **Form-E** (in CBM), which is issued at stockyard on sand dispatches by TSMDC.

12. Force Majeure

12.1 The term Force Majeure shall mean, acts of God, War, Civil riots, Fire, Floods, Earthquake, Hurricane, Lockouts, Strikes (not related to the Bidder and its employees) Civil War, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract.

12.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.

12.3 In case the Force Majeure event continues for more than 30 (thirty) days, the Parties will mutually discuss and decide the future course of action.

12.4 No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent such failure has been caused or contributed to by one or more events of Force Majeure.

12.5 Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

13. Failure and Termination

13.1 The performance of the Bidder as regards the achievement of the targeted quantity of sand mining will be closely monitored. TSMDC reserves the right to forfeit the Performance Security Deposit in case of excavation is less than the half of the target (< 50%) quantities of respective month and the agreement is liable to termination without any further notice.

-
- 13.2 The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.
- 13.3 The TSMDC reserves the right to suspend/interrupt/terminate the work at any time due to labour unrest and / or due to unforeseen circumstances when operations are compelled to be stopped and in such cases the Bidder will be paid no compensation or damages or idle charges by TSMDC.
- 13.4 The TSMDC authorities shall have the right to terminate the contract on account of any violation of the terms and conditions, breach of terms of the contract and in such event, the Bidder shall be responsible for all damages, which accrue due to such termination.
- 13.5 The TSMDC reserves the right to terminate the contract by giving 01 (One) month notice in writing in the event of any change in the policy in respect of sand mining project at Medigada Barrage and / or directions issued by the Government and in which case the Bidder shall not be entitled to claim any compensation or damages from TSMDC.

14. Assignment and Subletting:

The assignment and subletting of the contract is not permissible.

15. Resolution of the Disputes:

All the questions, disputes, differences arising under, out of or in connection with the contract shall be subject to exclusive jurisdiction of the High Court within the local limits of Hyderabad, Telangana State where this contract is entered into.

AGREEMENT

This Agreement, made the *[insert day]* day of *[insert month]*, *[insert year]* between *[insert name and address of Employer]* (hereinafter called “the Employer”) and *[insert name and address of Contractor]* (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rs.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of *[Witness entity]* _____
was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____
in the presence of: _____

Binding Signature of Employer *[signature of an authorized representative of the Employer]*

Binding Signature of Contractor *[signature of an authorized representative of the Contractor]*

Performance Bank Guarantee

To:

Vice Chairman & Managing Director
TSMDC Ltd, Hyderabad – 500004.

WHEREAS _____ [*name and address of Contract*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute Excavation of Sand 541936 CBM from Block Birkur-5 over an extent of 26.99 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal, of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard. (herein after called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of guarantee*]³ _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until.....(i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

³ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PERFORMANCE BANK GUARANTEE (for unbalanced items)

To:

Vice Chairman & Managing Director
TSMDC Ltd, Hyderabad – 500004.

WHEREAS _____[*name and address of Contract*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to Removing of silt overburden ,Excavation of Sand 541936 CBM from Block Birkur-5 over an extent of 26.99 Ha at Proposed check dams across the Manjeera River falling in the village limits of Birkur village & Mandal, Kurla village of Madnor Mandal and Khatgaon village of Bichkunda Mandal, of Kamareddy District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard. (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of guarantee*]⁴ _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until.....(i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

⁴ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.