

DRAFT FOR APPROVAL

TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LTD
(ATelangana State Government Undertaking)
HMWSSB Premises, Rear Block 3rd Floor, Khairatabad,
Hyderabad – 500004
Phone:040-23323150,Fax: 23373155
E-mail: tsmdcltd@gmail.com

TenderNo.TSMDC/SAND/EXC/Kothapalli/2019

Dt. 21-05-2019

SHORT TENDER DOCUMENT

Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State.

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Name and address of the Tenderer to whom the tender documents are issued:

Tender fee paid vide receipt No. & date

for The T S M D C LTD.,

for Vice Chairman & Managing Director

1)	Name of the Work :	Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State.
2)	Approximate value of work	Rs. 2,50,28,000/-
3)	EMD / Bid security : @1% of total value of the work	EMD for an amount of Rs. 2,50,280/- shall be enclosed in the form of Demand Draft drawn in favour of "TSMDC Ltd.," payable at Hyderabad.
4)	Tender Process Fee :	Rs.10,000/- DD in favour of TSMDC Ltd., payable at Hyderabad.
5)	Period of completion work	12 Months
6)	Bid Document download starting date :	24.05.2019 at 2.00 PM
7)	Bid Document download ending date :	03.06.2019 at 5.00 PM
8)	Pre-bid meeting :	28.05.2019 at 3.00 PM
9)	Last Date & Time for Receipt of Bids : Both Online & Hard Copies	04.06.2019 at 3.00 PM
10)	Pre-qualification / Technical bid opening :	07.06.2019 at 4.00 PM
11)	Price Bid Opening :	12.06.2019 at 5.00 PM
12)	Officer Inviting Bids :	Vice-Chairman & Managing Director
13)	Bid Opening Authority :	TSMDC Khairtabad
14)	Address :	Khairtabad, Hyderabad.
15)	Contact Details :	Smt.G.Deepti: 7893336459, GM(S&M) Sri.G.Tarak Nath Reddy: Project Officer, Karimnagar

TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LTD
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TenderNo.TSMDC/SAND/EXC/ KOTHAPALLY/2019

Dt.21-05-2019

SHORT E-PROCUREMENT TENDER

The Telangana State Mineral Development Corporation Limited (TSMDC) invites through Short e-Procurement Tender for the following works as per the details given below

Name of the work: Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project and transport the same to nearby Stockyard and again loading of the same into the Lorries Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State
Estimated quantity: The tenderer shall excavate 2,50,280 CBM of Sand in the period of 12 months.

Upset Price: The Corporations upset price is Rs.100/- per CBM (Rs.30/- for loading charges for machinery at Reach, Rs.7.50/- for formation of Ramps and maintenance of Roads, Rs.32.50/- for transportation charges for the tractors/tippers of sand from reach to stockyard, Rs.30/- for loading cost of sand from Stockyard to lorries for Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project and transport same quantity of sand to nearby Stockyard (tenderer has to identify Stock yard with in 1Km from the Submergence area, we may take MDL in the name of TSMDC) and again loading of sand into the Lorries at Stockyard. Details of Upset price Described in Inside of tender Document.

Earnest Money Deposit: Tenderers are required to pay an EMD of Rs. Rs. 2,50,280/- (Rupees Two Lakhs Fifty thousand Two hundred and eighty only) through DD or Banker's Cheque drawn in favour of M/s. Telangana State Mineral Development Corporation Ltd., payable at Hyderabad.

Period of Contract: 12 months from the date of commencement of contract.

Cost of Tender document: The Prospecting Bidder shall participate through online <https://tender.telangana.gov.in> website and Tender

Schedule details specifying various terms and conditions of the above tenders can also be downloaded from the above website.

Qualifying Requirements:

- The tenderer may be an individual / Firm / Company who have executed Mining/Civil works of value not less than Rs.5.00 Crore 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.
- Minimum Quantity excavated in any one year during last (03) years of 84000CBM.
- The tenderer shall mobilize the 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:

Hydraulic excavator (bucket capacity of 0.9cbm and above)	4No.
Mobile Water Sprinklers/Water tankers	1 No.
Tractors or Tippers	10 Nos or 10 Nos

- The Tenderer shall have PF Registration Number.
- The Tenderer shall have GST Number.
- Bid Capacity: Tenderer who meet 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.e N = 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.

The TSMDC reserves the right to reject any or all tenders without assigning any reasons whatsoever.

(Dr.G.Malsur)
Vice Chairman & Managing
Director

Date : 21.05.2019

Salient features of the Tender

In order to provide the information in brief for the convenience of the tenderers, certain salient features of the tender are furnished hereunder: (However, the tenderers are requested to rely upon only on the detailed information as provided in the tender document under relevant heads). The successful tenderer shall be referred as “Raising Contractor” / “Contractor”.

ABOUT SAND PROJECT

DLSC Karimnagar handover Desiltation of sand for balance quantity of 2,50,280 CBM in Sand from submergence area Moithummeda vagu, of LMD Project Kothapalli Karimnagar District.

The Joint inspection team submitted report on re-assessment of sand allotted 2,50,280 CBM of sand from submergence area Moithummeda vagu, of LMD Project Kothapalli Karimnagar District.

Name/Scope of the work:

Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project Kothapalli Karimnagar District. and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State

Quantum of the work:

Excavation of 2,50,280 CBM of sand in a contract period of 12 Months.

Period of the work:

12 months from the date of commencement of the contract.

PAYMENT:

The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 10th day of succeeding month through Account Payee Cheque only. The amount payable to the Sand Raising Contractor shall be as per rates quoted by him/them and shall be finalized by TSMDC, based on transit pass Form-E (in CBM), which shall be issued at Stockyard on sand dispatches made by TSMDC.

Eligibility criteria

- The tenderer may be an individual / Firm / Company who have executed Mining/Civil works of value not less than Rs.5.00 Crore 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.
- Minimum Quantity excavated in any one year during last (03) years of 84000CBM.
- The tenderer shall mobilize the 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:

Hydraulic excavator (bucket capacity of 0.9cbm and above)	4 No.
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- The Tenderer shall have PF Registration Number.
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- Bid Capacity: Tenderer who meet 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.e N = 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.

Earnest Money Deposit (EMD):

Tenderers are required to pay an EMD of Rs. 250280/- (Rupees Two Lakhs Fifty Thousand Two hundred and eighty only) through Demand Draft or Banker's Cheque drawn in favour of M/s. Telangana State Mineral Development Corporation Ltd., payable at Hyderabad.

Performance Security Deposit(PSD):

The successful tenderer shall remit 15% of Bidded amount (i.e.,quoted rate x 2,50,280 CBM) as Performance Security Deposit (PSD) to TSMDC at the time of entering into the Agreement. The EMD amount of Rs.250280/- will be adjusted against the PSD and the balance Performance Security Deposit shall be remitted in the form of Bank Gurantee(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.

Additional Performance Security Deposit : The Successful Tenderer has to provide Additional Bank Guarentee 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 (85 - quoted price in tenderer)

The Corporation upset price is Rs.100/- per CBM (Rs.30/- for loading charges for machinery at Reach, Rs.7.50/- for formation of Ramps and maintenance of Roads, Rs.32.50/- for transportation charges for the tractors/Tippers of sand from reach to stockyard and Rs.30/- for loading cost at sand from Stockyard to lorries.

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

Note:

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.
2. But, if more than one bid is quoted at lowest price subject to point 1 (Rate per CBM in Rupees and Paisa upto two decimals) the tender shall be finalised through draws of lots, where all such bidders/their authorised representatives will remain present for selection of successful bidder while lot of draw.

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 Abedment made in G.Os. The Raising 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.

SECTION-I

INSTRUCTIONS TO TENDERERS

1.0 PREAMBLE

1.1 This tender document is intended to give a general description of nature of the work and the quality envisaged for the materials, workmanship and the finished work. It is not intended to cover the minute details. The work shall be executed in accordance with the best modern practices and to the complete satisfaction of TSMDC.

1.2 The information given in this tender document is given in good faith and meant to serve as a guide to enable the intending tenderers to submit their tenders on item rate basis. It is imperative that the tenderer shall obtain and examine all data, information and particulars required for the satisfactory execution of the work covered under the scope of this tender.

2.0 EXAMINATION:

2.1 The tenderer shall carefully examine the tender documents.

2.2 The Tenderer shall be deemed to have obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his/their tender and the progress and performance of the contract and have taken into account all conditions and matters that may affect his/their works and cost thereof.

2.3 The tenderer shall be deemed to have visited the site and its surroundings and have carefully examined and have satisfied about the existing site conditions, available infrastructure and local facilities etc., and have quoted the rates, taking into consideration all such conditions and matters, which may, in any way, affect work and the cost thereof.

2.4 The tenderer shall be deemed to have been acquainted with all Government taxes, laws, statutes, regulations, levies etc., and other charges relating to the work at

site. The rates quoted by the tenderer shall include all Government taxes, levies and other charges relating to work at site but does not include Royalty(Seigniorage). Income Tax and Works Contract Tax(ServiceTax), if leviable, shall be borne by the Tenderer, and shall be included in the rates.

- 2.5 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender shall not absolve him/them of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of Tender Documents.

3.0 Discrepancies and Adjustment of Errors

- 3.1 In case of lack of clarity in figures quoted by the tenderer, the rates quoted in words will be considered ignoring the rates quoted in figures. And if there is discrepancy between the rate quoted and the amount worked out by the tenderer, then the rate quoted will be taken as correct and the value will be arrived at based on the quantities stipulated in the tender.

4.0 Acceptance of Tender / Issue of Letter of Intent

- 4.1 Acceptance of tender by the TSMDC will be communicated by Telegram/Fax/Courier Service or by Registered letter.
- 4.2 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.

5.0 AGREEMENT

- 5.1 The successful Tenderer shall be required to execute an agreement in the prescribed proforma enclosed as Annexure. The Agreement shall be prepared on a Non-Judicial Stamp Paper of appropriate value to be purchased by the successful tenderer 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. The successful Tenderer 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 may, at its sole discretion, cancel the Letter of Intent or Letter of Acceptance and forfeit the Earnest Money Deposit.

6.0 Performance Security Deposit/ Additional Bank Guarantee

6.1 The successful tenderer shall remit 15% of Bidded amount (i.e.,quoted rate x 2,50,280CBM) as Performance Security Deposit (PSD) to TSMDC at the time of entering into the Agreement. The EMD amount of Rs.250280/- will be adjusted against the 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.

6.2 **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 (85 - price quoted by tenderer)

The Corporations upset price is Rs.100/- per CBM (Rs.30/- for loading charges for machinery at Reach, Rs.7.50/- for formation of Ramps and maintenance of Roads, Rs.32.50/- for transportation charges for the tractors/Tippers of sand from reach to stockyard and Rs.30/- for loading cost of sand from Stockyard to lorries.

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 the Submergence areas of Kothapalli Project, Telangana State and an unconditional "No claim Certificate" against TSMDC by the Contractor.

Note:

- 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.
- 2.** But, if more than one bid is quoted at lowest price subject to point 1 (Rate per CBM in Rupees and Paisa upto two decimals) the tender shall be finalised through draws of lots, where all such bidders/their authorised representatives will remain present for selection of successful bidder while lot of draw

7.0 MANNER OF PREPARATION OF TENDER

7.0.1 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 :

7.0.1 PART – 1

Techno-Commercial Bid: The following documents duly filled in and signed with date and seal on each page by the tenderer 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 tenderer: This shall be furnished in the prescribed proforma, "FORM-C", enclosed in Section- II including details regarding financial soundness of the Tenderer.**
- iv. **Details of machinery equipments, tools, tackles etc., the tenderer 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 tenderer: This shall be furnished in the 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 tenderer desires to furnish in connection with this tender.**

7.0.2 PART 2:

Price Bid: The Tenderer shall quote the Price Bid (Part-2) in the eprocurement system and need not required to submit in the TSMDC Office:

- i) Price quotation as specified in Form F (Through online portal <https://tender.telangana.gov.in>)
- ii) The rates must be clearly shown both in figure and in words in English.
- iii) 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.
- iv) Only the tenderer who quotes rates for the excavation of sand shall be considered for evaluation. Quoting for part of the work is liable for rejection.
- v) 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.

7.1 AUTHORITY TO SIGN THE TENDER

7.1.1 In case of an individual, the tender may be signed only by individual tenderer. Tenders of Partnership Firms shall be signed on behalf of the Firm by the Authorised Partner and in case of Tenders of a Company shall be signed, on behalf of the Company, by a person authorized to do so and an appropriate Board Resolution showing the authority of the person to sign the tender. The Board Resolution for signing the documents shall be annexed to the tenders. The TSMDC may reject the tender not supported by adequate proof of authorization of the signatory.

7.1.2 All signatures shall be dated and seal shall be affixed where ever required.

7.1.3 All corrections are to be attested.

7.1.4 The rates quoted by the TENDERER shall be free from corrections / cutting and overwriting. Corrections, if any, shall be attested by the person signing the tender. Tenders containing overwriting, erased rate(s) or corrections without attestation shall be liable for rejection.

8.0 Manner of Submission

8.1 The tenderer shall ensure that all pages of the documents are signed and affixed the stamp thereon and the tenderer shall submit scanned copies of all documents relating to Technical bid and uploading in the eprocurement system and same hard copy shall be submitted to TSMDC Office superscribed as “Part-1-Technical Bid” along with EMD.

8.2 The Tenderer shall submit scanned copy of Price Bid (Part-2) upload in the eprocurement system and need not required to submit in the TSMDC Office.

9 MODIFICATION AND WITHDRAWAL

9.1 Tenderer shall not be allowed to modify/vary their tenders after submission through online in eprocurement system. If the tenderer, after submitting his / their hardcopy documents, realizes from his / their offer or modifies the terms and conditions thereof in a manner not acceptable to the TSMDC, the Earnest Money Deposited by the Tenderers with the Tender, shall be liable to be forfeited and his / their tender will be liable for rejection.

9.2 Tenderer shall not be allowed to make multiple tenders and if multiple applications received, they are liable for rejection and their EMD will be forfeited.

10 GENERAL

10.1 Vague and Indefinite Expression :

Tenders with vague and indefinite expression such as “Subject to Immediate Acceptance”, etc., will not be considered.

10.2 Canvassing:

Canvassing in connection with this Tender is strictly prohibited. Tender of the Tenderer, who resorts to canvassing in any manner shall be liable for rejection.

10.3 Tender documents not to be tampered:

Tenderer should not alter or remove any page of the tender documents and should submit complete set in the manner prescribed above, duly filled in signed and dated. Failure to comply with these instructions shall result in rejection of the tender.

10.4 No claim for compensation for submission of tender:

For the preparation and submission of tender, the tenderer shall not be entitled to any cost, expenses or other claims whether or not his / their tender is accepted / rejected and / or notice inviting tender modified, withdrawn or cancelled. In the event the tender is cancelled by TSMDC, the tender fee, if any, received by TSMDC will be refunded to the tenderer.

10.5 Tender documents not transferable :

Tender documents are non-transferable and the documents sold by the TSMDC to an intending tenderer shall be used only by that tenderer.

11 Ownership/Possession of Excavators & Other Equipment :

(The equipment to be deployed should be in good working condition)

The tenderers should have under their possession through ownership or lease, a minimum of following equipment:

Hydraulic excavator (bucket capacity of 0.9cbm and above)	4 No.
Mobile Water Sprinklers/Water tankers	1 No.
Tractors or Tippers	10 Nos or 10 Nos

11.1 The equipments once deployed for the work shall not be withdrawn without prior permission from concerned Sand Reach Officer of TSMDC.

11.2 The Tenderer 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 Sand Reach Officer, to insist on employing more supervisory staff, if, in his opinion, for efficient execution of the work requires it. The tenderer hereby agrees to abide by the decision of the Sand Reach Officer in this regard.

- 11.3 The tenderer 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 tenderers. Any consequences arising out of non-compliance of safety provisions will be at the risk and cost of Tenderer. The tenderer 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.
- 11.4 The successful Tenderer shall obtain all necessary licences, 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. It is sole responsibility of successful tenderer 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 & maintainance of roads shall be born by the Successful Tenderer.
- 11.5 All the personnel engaged by the Tenderer in connection with the performance of the contract shall be the employees of the tenderer and no claim shall lie against the TSMDC in respect of non-payment of wages or remuneration of any description due by the tenderer to his / their employees or for any failure on the part of the tenderer in the discharge of his / their obligations to his / their employee.

11.6 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 tenderer from his bills or security deposit.

12 Safety, Sanitary and Medical Requirements

12.1 The Tenderer 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 Sand Reach Officer to the need that proper work shall be done and that the safety and health of the employees and of the local communicates may be safeguarded. In case such regulations and orders are not observed by the tenderer, they may be enforced by the Sand Reach Officer at the tenderer's expenses.

12.2 The Tenderer shall issue IdentityCard / 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.

12.3 The Tenderer shall be responsible for imparting required Vocational Training and the tenderer 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 tenderer 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.

12.4 All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the tenderer wherever needed, for use of employees on the work.

12.5 First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.

12.6 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.

12.7 The tenderer 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 tenderer shall repair the same at his own expense to the satisfaction of the TSMDC. The tenderer 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 any responsibility for protection of the tenderer's equipments, tools and materials.

13 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 Kothapalli Village, Mandal Karimnagar District, Telangana State. Decision of TSMDC is final in this matter.

14. Final Payment And Release

14.1 Immediately, on completion of the work, the tenderer 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 tenderer 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 tenderer his final payment, subject to the tenderer furnishing an unconditional certificate to the effect that he has no further claim of whatsoever nature or description from TSMDC.

14.2 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 tenderer and TSMDC shall not be liable to any money to the tenderer except as specifically provided in the contract. Acceptance by the tenderer of the final payment as aforesaid shall be a release to the TSMDC from all claims and liability to the tenderer in respect of anything done or furnished by the tenderer for or in relation to the work, or in respect of any act or omission of the TSMDC or the Sand Reach Officer or any other person relating to or affecting the work.**
- b. **The Tenderer shall at all times well and sufficiently indemnify and keep indemnified the TSMDC and the Sand Reach Officer 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 or the Sand Reach Officer becoming liable for any such claims, such amount including all costs, damages, etc., incidental thereto shall be recoverable from the tenderer, and if any amount is due and payable to the tenderer, be deducted therefrom.**

15. Changes in Work

- 15.1 **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 tenderer in fulfillment of his obligations under the contract.**
- 15.2 **The TSMDC may, without invalidating the contract and without notice to the tenderer's sureties, if any, require the tenderer 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 tenderer 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 Sand Reach Officer/Project Officer.**
- 15.3 **Any extra quantity of work ordered by TSMDC and executed by the tenderer for which rates have been provided for in the schedule of quantities and rates and which is performed by the tenderer in terms of a change**

as referred to in sub-clause (15.2) hereof, the tenderer within seven (7) days of receipt of such order shall submit his rate to the Officer-in-charge prior to commencement of such item of work for consideration and sanction by TSMDC. If the tenderer 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 tenderer 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 officer-in-Charge the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the Officer-in-Charge shall fix such other rate as he may be in the circumstances, consider reasonable and the tenderer 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.

16.0 Payment

16.1 The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 10th 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. On request of the Raising Contractor, 50% of advance may be released based on the quantity excavated from the sand reach to stockyard for meeting the expenses and the same shall be adjusted against the final bill.

17.1 Force Majeure

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

17.2 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.

17.3 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.

17.4 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.

17.5 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.

18.0 Failure and Termination

18.1 The performance of the tenderer 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.

18.2 The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.

18.3 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 tenderer will be paid no compensation or damages or idle charges by TSMDC.

18.4 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 tenderer shall be responsible for all damages, which accrue due to such termination.

18.5 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 Munneru River and / or directions issued by the Government and in which case the tenderer shall not

be entitled to claim any compensation or damages from TSMDC.

19. ASSIGNMENT AND SUBLETTING :

The assignment and subletting of the contract is not permissible by TSMDC.

20. 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.

SECTION- II

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	Description	Declaration (Strike Out
----------------------------	-------------	----------------------------

not applicable)

(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 Tenderers. | Yes / No |
| 3. | Whether Earnest Money Deposit for the value as indicated in Notice Inviting Tender, in the manner Specified in Instructions to Tenderers. | 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 Tenderers. 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 (quoted through Online) ? | Yes / No |
|----|--|----------|

SECTION-II

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 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State

TenderNo.TSMDC/SAND/EXC/Kothapalli /2019

Date: 21.05.2019.

Sir,

Having carefully examined all the tender documents consisting of Invitation of Tender, Instructions to Tenderers, 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 2,50,280CBM from Sand from submergence area Moithummeda vagu, of LMD Project, Kothapalli Karimnagar District, Telangana State in conformity with all the conditions stipulated in the tender documents and at the rates quoted by me / us in the Price Bid enclosed with the tender documents.

- 1.0 As stipulated in the Notice Inviting Tender, I /We herewith enclose Earnest Money Deposit of Rs..... in the form of Demand Draft in favour of TSMDC Ltd., 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 by TSMDC if 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 tenderer.**

- 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 2019.

**SIGNATURE OF WITNESSES
WITH ADDRESS**

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

SECTION- II FORM 'C'

FULL INFORMATION ABOUT THE TENDERER (To be included in Part – 1 of the Tender)

NAME OF THE WORK: Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project, Kothapalli and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State.

NAME OF TENDERER:

The following information shall be furnished by the tenderer.

- 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.**
 - 1.70 Details of GST Registration Number.**
- 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.**
 - 2.90 Details of GST Registration Number.**
- 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.**
 - 3.61 Details of GST Registration Number.**

**SIGNATURE OF TENDERER WITH
DATE AND STAMP
SECTION- II**

FORM – ‘D’

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

TenderNo.TSMDC/SAND/Exc/Kothapalli /2019

Dtd.21-05-2019.

**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 Tenderers are requested to submit an undertaking on Non-Judicial Stamp Paper stating that they posses 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 TENDERER WITH
DATE AND STAMP**

SECTION- II

FORM 'E'

**DETAILS OF SIMILAR NATURE OF WORK DONE DURING THE PAST
THREE YEARS BY THE TENDERER**

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

NAME OF THE WORK: Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project, Kothapalli and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State.

NAME OF THE TENDERER :

A. WORKS EXECUTED IN CASE OF INDIVIDUAL TENDERER/ FIRM/ COMPANY DURING LAST 3 YEARS (i.e 2015-16 to 2017-18)

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 Completed work	Quantity excavated	Remarks
2016-17				
2017-18				
2018-19				

DATE SIGNATURE OF TENDERER 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 Authorised Signature of the Tenderer

**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:

Description of works	Place & State	Contract No & Date	Name & Address of	Value of Contract	Stipulated period of	Value of works remaining	Anticipated Date of completion
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	e		Employee	t (Rs. In Lakhs	completion	t be completed (Rs. Lakhs)*	n
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 Work	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

SECTION- II**FORM – ‘F’**

TenderNo.TSMDC/SAND/EXC/Kothapalli /2019 Date: 21-05-2019.

PRICE BID-Part-2

(price bid should submit through online only)

Rates to be quoted clearly both in figures and words

SAND

Excavation of 2,50,280 CBM Sand from submergence area Moithummeda vagu, of LMD Project, Kothapalli and transport the same to nearby Stockyard and again loading of the same into the Lorries at Stockyard at Kothapalli Village, Thimmapur Mandal, Karimnagar District, Telangana State including loading and transportation by tractors/tippers to the nearest Stockyard specified by TSMDC from time to time, unloading, leveling and again loading into the Lorries and allied works as per tender.

TABLE A

Sl. No.	Tentative sand excavation for One (1) year	Rate in Rs. per CBM		Total Value	price bid should submit through online only
		Rate in Figures	Rate in Words	In Rs. (Col 2 x 3)	
1	2	3	4	5	
1	2,50,280 CBM				

DATE:

**SIGNATURE OF THE TENDERER
WITH SEAL**

Contd...

The prospecting Bidder shall participate through online <https://tender.telangana.gov.in> website.