

TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LTD
(Telangana State Government Undertaking)
HMWSSB Premises, Rear Block 3rd Floor, Khairatabad,
Hyderabad – 1000004
Phone:040-23393814,Fax: 23373155
E-mail: tsmdcltd@gmail.com

TenderNo.TSMDC/SAND/STOCKYARD/2021/331

Dt. 19-07-2021

SHORT TENDER DOCUMENT

Transportation of sand from various locations in the state of Telangana to **three (03) or more prescribed stockyards in the surroundings of Hyderabad** and loading into lorries at the Stockyard.

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

Tender fee paid vide receipt No. & date

Sd/-
(Dr.G.Malsur)
Vice Chairman & Managing Director

1)	Name of the Work :	Transportation of sand from various locations in the state of Telangana to three (03) or more prescribed stockyards in the surroundings of Hyderabad and loading into lorries at the Stockyard.
3)	EMD / Bid security :	EMD for an amount of Rs.25,00,000/- shall be enclosed in the form of Demand Draft drawn in favour of "TSMDC Ltd.," payable at Hyderabad.
4)	Tender Process Fee :	Rs. 23,600/- (Rs.20,000/- + GST) 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
5)	Period of completion work	12 Months
6)	Bid Document download starting date :	21.07.2021 at 3.00 PM
7)	Bid Document download ending date :	30.07.2021 at 5.00 PM
8)	Pre-bid meeting :	24.07.2021 Queries through email: tsmdcltd@gmail.com
9)	Last Date & Time for Receipt of Bids :	31.08.2021 at 5.00 PM
10)	Pre-qualification / Technical bid opening :	03.08.2021, Time 10.30 AM hours
11)	Price Bid Opening :	Date will be informed
12)	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
13)	OFFICER INVITING BIDS	Vice Chairman & Managing Director TSMDC, # 6-2-915, HMWSSB Premises, Rear Block, 3 rd Floor, Khairatabad, Hyderabad – 500004.

TELANGANA STATE MINERAL DEVELOPMENT CORPORATION LTD
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Dt. 19-07-2021

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: Transportation of sand from various locations in the state of Telangana to **three (03) or more prescribed stockyards in the surroundings of Hyderabad** and other District head quarters sub-stockyards and loading into lorries at the Stockyard

Estimated quantity: The tenderer shall Transportation **1,00,000CBM** of Sand to Stockyard for the period of 12 months.

Transportation of sand from various reaches in the state of Telangana to **three (03) or More prescribed stockyards in the surroundings of Hyderabad & other District** head quarters sub-stockyards **& loading the sand in the vehicles at these sub stockyards.**

Earnest Money Deposit: Tenderers are required to pay an EMD of **Rs.25,00,000/-** (Rupees Twenty Five Lakhs 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 Transport/Civil works of value not less than Rs.5.00 Crore involving Loading and unloading and Transportation of 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.

(a) At least 25% of the estimated contract value in one single contract:

OR

(b) 50% of the estimated contract value in different contracts :

- The tenderer shall mobilize the required machinery along with experienced operators to undertake Transportation operations of sand from its assigned reach by the Government.

List of Machinery required are mention below:

Hydraulic excavator (bucket capacity of 0.9cbm and above) for Loading	6 No.
Lorries (Hydraulic unloading facility Mechanized)	60 Nos

- The Tenderer shall have PF Registration Number.
- The Tenderer shall have GST Number
- The Tenderer shall have income Tax Return/ PAN Card

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

Sd/-

(Dr.G.Malsur)

Vice Chairman & Managing Director

Date : 19.07.2021.

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 “Contractor”.

ABOUT TRANSPORTATION SAND PROJECT

- i) Transportation of sand from various reaches in the state of Telangana to **three (03) or more prescribed stockyards in the surroundings of Hyderabad and other District head quarters sub-stockyards** and loading into lorries at the Stockyard.
- ii) The Tenderer must get themselves fully acquainted with the size and location of sub-stockyard vis-a-vis loading /unloading points before submission of the tender. The rates quoted by Tenderer shall be deemed to have been done after such acquaintance. No Tenderer will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Tenderer must also get acquainted with the conditions of route to be taken by him for transportation of sand etc. Once the tender is submitted, the Tenderer will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.

Name/Scope of the work:

Transportation of sand from various reaches in the state of Telangana to **three (03) or more prescribed sub-stockyards in the surroundings of Hyderabad** and other District head quarters sub-stockyards and loading into lorries at the sub-stockyard, Telangana State.

Quantum of the work:

Transportation 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 Transport 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 Transportation 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 Transport/Civil works of value not less than Rs.5.00 Crore involving Loading and unloading and Transportation of 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.

(a) At least 25% of the estimated contract value in one single contract:

OR

(b) 50% of the estimated contract value in different contracts

- The tenderer shall mobilize the required machinery along with experienced operators to undertake Transportation operations of sand from its assigned reach by the Government.

List of Machinery required are mention below:

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- The Tenderer shall have PF Registration Number.
- The Tenderer shall have GST Number
- The Tenderer shall have income Tax Return/ PAN Card

Earnest Money Deposit (EMD):

Tenderers are required to pay an EMD of **Rs.25,00,000/-** (Rupees Twenty Five Lakhs only) through DD 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 **Rs.25,00,000/-** as Performance Security Deposit (PSD) to TSMDC at the time of entering into the Agreement. 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.

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

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 tenderer can quote the rate one way or two way per Km per Cubic Meter & include toll charges if any & loading charges at stock yards of these Sub-stockyards. The rates quoted by the tenderer shall include all applicable Government taxes levied during the tenure the contract, but does not include Royalty(Seigniorage).

- 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 Bank Guarantee

- 6.1 The successful tenderer shall remit **Rs.25,00,000/-** as Performance Security Deposit (PSD) to TSMDC at the time of entering into the Agreement. 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.

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

The Performance Security Deposit/ 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 at the Project, Telangana State and an unconditional “No claim Certificate” against TSMDC by the Contractor.

In case of failure of tenderer to deposit the Bank Gurantee as stipulated in clause 6.1 & 6.2 within 15 working days of acceptance of his tender. If the Bank Guarantee is not submitted within the prescribed time, the Letter of Intent (LoI) stands terminated/cancelled.

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.

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-Techncial 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 manners 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:

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 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.

- 11.3** 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.
- 11.4** 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 communities 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 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.
- 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. Decision of TSMDC is final in this matter.

- (a) The Corporation have the exclusive right to appoint one or more Contractors for any or all the services and to divide the work between such Contractors in any manner that the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
- (b) The question whether a particular service is or is not covered by any of the services specifically described and provided for in the Contract, or is or is not auxiliary or incidental to any of such services, shall be decided by the General Manager whose decision shall be final and binding on the Contractor.

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.

15.0 Payment

15.1 The TSMDC shall release payment to the Transport 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 Transport 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.

16. Force Majeure

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.

17.0 Failure and Termination

- 17.1 **The performance of the tenderer as regards the achievement of the targeted quantity of sand Transportation will be closely monitored. TSMDC reserves the right to forfeit the Performance Security Deposit in case of Transportation is less than the half of the target (< 50%) quantities of respective month and the agreement is liable to termination without any further notice.**
- 17.2 The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.
- 17.3 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.

17.4 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.

17.5 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 Transport project at Stockyard 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.

18. ASSIGNMENT AND SUBLETTING :

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

19. 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.

20. RESPONSIBILITIES OF THE CONTRACTOR:

- a) The Contractor shall be responsible to supply adequate and sufficient number of Lorries for transportation of sand under the Contract in accordance with the instructions issued by the General Manager or an officer acting on his behalf. The contractor shall endeavour to provide Heavy Commercial Vehicles for transportation.
- b) The Contractor shall transport by Lorries to be arranged by him such number Lorries etc; as may be required from day to day by the General Manager or an Officer acting on his behalf. The Contractor shall take care not to silt of different kind of soil containing different qualities of the same sand containing wet/damaged sand etc;.
- c) In special cases the Contractor may also be required at short notice to arrange to transport sand etc. and shall bound to comply with such requests.
- d) The Contractor shall be responsible for the safety of the sand from the time they are loaded on their Lorries from Sand reach until they have been unloaded from the Lorries at Stockyard as specified in the Contract or as directed by the General Manager/Project Officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck so as to avoid loss of sand, etc. through the holes/crevices in the decks of the Lorries and shall be liable to make good the value of any loss, shortage or damage during

transit. The weight of the sand etc. loaded/unloaded into/from Lorries or any other vehicle shall be worked out on the basis of weighment. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. General Manager/Project Officer of the Corporation as the case may be will be the sole Authority for determining the quantum of the loss.

- e) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the sand entrusted to him for transportation.
- f) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to Overloading/Diversions of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- g) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of sand to the Corporation due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- h) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the sand etc. of the Corporation are loaded during the existence of Agreement.
- i) The Contractor shall periodically inform in writing the registration numbers and description of the vehicles used for the transport of the goods of the Corporation so as to facilitate checking of the vehicles by the officers/ officials of the Corporation (in case of change of vehicle)
- j) The Contractor shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions. Further, Contractor shall also submit necessary documents of registration etc. to the Corporation.
- k) The Contractor shall not use the Lorries assigned for transportation of sand from various sand reaches in the State of Telangana to stockyard for any other purpose even sand transport on General /Govt works during the existence of Agreement.

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 not applicable)	Description	Declaration (Strike Out
(A) PART – 1 OF THE TENDER(TECHNCIAL BID)		
1.	Whether Check list of documents in the prescribedproforma, Form ‘A’ enclosed with ‘Tender proposal Forms’	Yes / No
2.	Whether Bid submission form in the prescribed proforma, Form ‘B’ enclosed withduly 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 mannerSpecified 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.,
 4th Floor, Rear Block, HMWSSB Premises,
 Khairatabad,
 HYDERABAD – 500 004.

Name of Work: Transportation of sand from various locations in the state of Telangana to **three (03) or more prescribed Sub-stockyards in the surroundings of Hyderabad and other District head quarters Sub-stockyard** and loading into lorries at the Stockyard

TenderNo.TSMDC/SAND/STOCKYARD/2021/331**Date:19.07.2021.**

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 Transportation of sand from Various locations in the State of Telangana to Stockyard, unload and loading into Lorries at these Sub-stockyards, 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 2018.

**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: Transportation of sand from various locations in the state of Telangana to **three (03) or More prescribed stockyards in the surroundings of Hyderabad** and loading into lorries at the Stockyard

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.
- 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 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/STOCKYARD/2021/331****Dt: 19.07.2021.**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 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	Lorries (Mechanized)			
3	List of the Machinery (Excavators & Lorries)			

**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: Transportation of sand from various locations in the state of Telangana to **three (03) or more prescribed stockyards in the surroundings of Hyderabad** and loading into lorries at the Stockyard.

NAME OF THE TENDERER :

A. WORKS EXECUTED IN CASE OF INDIVIDUAL TENDERER/ FIRM/ COMPANY DURING LAST 3 YEARS (i.e 2018-19 to 2020-21)

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 TRANSPORT IN THE LAST 3 YEARS

Year	Name of the Work	Name of the Completion work	Quantity excavated	Remarks
2018-19				
2019-20				
2020-21				

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 Transportation 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	
		Per Year Turnover of the Transportation owner/company	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 Employee	Value of Contract (Rs. In Lakhs)	Stipulated period of completion	Value of works remaining to 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 remaining 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. Milions)	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/STOCKYARD/2021/331****Date:19.07.2021.****PRICE BID-Part-2****(price bid should submit through online only)****Rates to be quoted clearly both in figures and words****SAND**

Transportation of sand from various reaches in the state of Telangana to **three (03) or more prescribed Sub-stockyards in the surroundings of Hyderabad** and other District head quarter Sub-stockyards specified by TSMDC from time to time and again loading into the Lorries at these Sub-stockyards.

TABLE A

Sl. No.	sand Transportation Cost Rate in Rs. per KM per CBM	Rate in Words	price bid should submit through online only
1	2	3	

- **The bidder can quote the rate one way or two way per Km per Cubic Meter .**
- **The quote includes toll charges if any & loading charges at Sub-stock yards of these locations.**
- **The rate quoted by the tenderer shall include all applicable Government taxes levied during the tenure of the contract**

DATE:**SIGNATURE OF THE TENDERER
WITH SEAL**

Contd...

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