



తెలంగాణ తేలంగానా TELANGANA  
Sl.No. 1365 Date 12/4/2022  
Name K. Satyanarayana Rao So. Rama Rao  
R/o Karimnagar  
For Whome M/S. KSR constructions

AM 776901

MOHD. FAYAZ ALI  
LICENCED STAMP VENDOR  
L.No. 2013-007-2000  
R.No. 2013-0017-2021  
Beside Electricity Board Office, Opp: Dist. Court  
KARIMNAGAR-505 001 (T.S.),  
Cell: 9849402130.

### AGREEMENT

( Ref. No.Contract Agreement No-TSMDC/Thogarrai  
(V)/Sulathanabad (M)/Peddapalli Dist.,/Sand/Legal/2022 )

This Agreement made and entered into on this day of 7<sup>th</sup> May, 2022 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 3<sup>rd</sup> Floor, HMWSSB Premises, Khairtabad, Hyderabad - 500 004, represented by its General Manager ( S&M ) Smt. B.V.Prashanti, hereinafter referred to as " TSMDC " and authorized vide TSMDC-SM/DSLT/06/2022-SM, note file No.1 to 4 n.f. ( which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns ).



For M/s. KSR Constructions  
Managing Partner.





**AND**

M/s. KSR Constructions, a Company Registered under Companies Act, 1956 dealing with Mining business and having its place of business at H.No.2-10-204C, Bhagyanagar, Karimnagar-505001, in the State of Telangana, represented by its Managing Partner, Sri. K Venkateshwar Rao, hereinafter referred to as “ **CONTRACTOR** ” ( which expression shall, unless excluded or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns ).

WHEREAS, TSMDC has accepted the tender submitted by the CONTRACTOR, who quoted Rs.**116.26** per CBM of sand and who emerged as successful Bidder as per the lots drawn out of **Twenty ( 20 )** bidders quoted the same rate for excavation of **5,80,000** CBM from Thogarrai Sand reach from Submergence and upstream of check dam in Manair River at Thogarrai Village, Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of sand into the Lorries at Stockyard at Thogarrai Village, Sulthanabad Mandal, Peddapalli District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC/GM(S&M)/EXC/ Peddi/ Thogarrai/2022/1106, dt. 14.02.2022, for execution of Agreement for excavation of sand from Submergence and upstream of Check dam in Manair River at Thogarrai Village, Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of the same sand into the Lorries at Stockyard at Manair River project at Thogarrai Village, Sulathanabad Mandal, Peddapalli District of Telangana State for a period of **Eighteen ( 18 )** months from the date of agreement of this contract.

**AND**

For M/s. KSR Constructions

*K. Venkateshwar Rao*  
Managing Partner.

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.368956 dt. 25.01.2022 for Rs.8,99,000/- drawn on Punjab National Bank, Hyderabad Branch, Telangana State in favor of Telangana State Mineral Development Corporation Limited towards Earnest Money Deposit.

**AND**

WHEREAS as per the Tender conditions, the Contractor is required to remit 15% of the Bided amount i.e., Rs. 1,01,14,620/- (quoted rate of Rs.116.26 X quantity of 5,80,000 CBM = 6,74,30,800/- X 15% = Rs.1,01,14,620/-) towards the Performance Security Deposit after deduction of EMD amount of Rs. 8,99,000/- the balance Performance Security Deposit (PSD) Rs. 92,15,620/- and an Additional Performance Security Deposit of Rs.89,84,200/- (5,80,000[ Estimated Quantity ] X Rs.131.75/- – Rs.116.26/- [ Price quoted by the Contractor ] ). Accordingly, the Contractor submitted Bank Guarantee Documents is issued by Punjab National Bank, Hyderabad Branch, bearing the Bank Guarantee No.**07161ILG005222** Dt. 08.04.2022 for Rs.89,84,200/- ( Rupees Eighty Nine Lakhs Eighty Four Thousand Two Hundred only ) towards the Performance Security Deposit and bearing the Bank Guarantee No. **07161ILG005322** DT. 08.04.2022 for Rs.92,15,620/- ( Rupees Ninety Two Lakhs Fifteen Thousand Six Hundred and Twenty only ). Performance and Additional Performance Security Deposit covering the Bank Guarantee period is from 08.04.2022 to 07.04.2024 (2 years) as mentioned above. The bidder is not eligible to claim any interest on EMD.

**NOW THIS AGREEMENT WITNESS AS FOLLOWS :**

1. The words and expressions mentioned in the agreement shall have the same meaning as are respectively assigned to them in the conditions of contract / tender document.



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 Managing Partner.



2. The following documents issued for the above work shall be deemed to form part and parcel of this agreement and the same may be read and construed as part of this agreement viz.

- a) Conditions of Contract,
- b) Contractor's Bid,
- c) Priced bill of Quantities,
- d) Letter of Intent or work order,
- e) Agreement,

All terms & conditions, all clauses of tender document and all other conditions as mentioned in the above documents have been agreed to by the parties and the same are binding on both the parties.

3. Conditions of contract:

**i) Scope of the Work:** The Contractor shall excavate sand 5,80,000 CBM from Thogarrai Sand Reach from Check Dam across the Manair River at Thogarrai Village of Sulathanabad Mandal, Peddapalli District and transport the same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard at Thogarrai Village of Sulathanabad Mandal, Peddapalli District. The contractor shall extract the sand within the assigned Geo-coordinates as specified in the tender document. The Contractor shall not encroach upon in adjacent areas other than assigned areas. If specified geo-coordinates are violated by the contractor / bidder his agreement will be cancelled without any notice, and the penalty will be levied as deemed fit by the TSMDC.

**ii) Bill of Quantities:** The contractor shall submit Bill of quantities which shall contain the quantum of sand excavated by him and multiplied by the bid amount which is inclusive of all taxes. The Contractor is paid for the quantity of the work done at the rate specified in the Bill of Quantities



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for each item, and the payment shall be paid to him after sale of sand excavated by him after verification of online quantity sold by the TSMDC.

**iii) Payments:** The TSMDC shall release payment to the Raising Contractor once in a month for the work completed during the previous month by 15<sup>th</sup> day of succeeding month through Account Payee Cheque / RTGS only. The amount payable to the Contractor shall be as per rates quoted by him / them and shall be finalized by TSMDC, based on transit pass ( in CBM ), which shall be issued at Stockyard on sand dispatches made by TSMDC. Payments shall be adjusted for deductions for advance payments, retention other recoveries in terms of contract & taxes ( i.e., Service Tax, Income Tax and all related to sand mining) to be deducted at source [ TDS ] as per applicable law. The TSMDC shall pay the Contractor the amounts certified by the Project Officer concerned TSMDC SSMS. Items of the Works for which no rate or price has been entered in, shall not be paid by the TSMDC and shall be deemed to have been covered by other rates and prices in the Contract.

The Contractor is liable to pay all the taxes at the existing rates and also the taxes levied by Central / State Government from time to time (i.e., Service Tax, Income Tax and all related to sand mining).

**iv) Period of Contract:** This Contract is valid for a period of **Eighteen (18)** months from the date of this Agreement.

**v) Safety, Sanitary and Medical Requirements**

- a. The contractor and his / their employees shall promptly comply with the safety, sanitary and medical requirements as stated therein prescribed by law, or as



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*[Signature]*  
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may, from time to time be prescribed by the Project Officer to the need that proper work shall be done and that the safety and health of the employees and of the local communicates may be safeguarded by the Contractor. In case such regulations and orders are not observed by the contractor, they may be enforced by the VC&MD / Project Officer at the contractor's expenses the same may be recovered from his payable amount by TSMDC.

- b. The contractor 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. Only those drivers shall be allowed who have valid driving license.
- c. The contractor shall be responsible for imparting required Vocational Training and the contractor 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 contractor shall promptly report serious accidents to any of his / their employees to the VC&MD / Project Officer and shall make himself arrangements to render all possible assistance to such employees.
- d. All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilet facilities shall be provided by the contractor for use of employees on the work.



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- e. First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.
- f. All Equipments deployed for the work should have first aid, safety belts, proper lighting front and audio-visual alarm. In addition, reversing of heavy earth moving machinery equipments must be done with one man for signaling. Further, their fitness shall 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 and shall possess necessary licenses.
- g. The contractor shall provide 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 contractor shall repair the same at his own expense to the satisfaction of the TSMDC. The contractor shall be responsible for such policies of his own material, storage areas, store house, equipment yard etc., as may be required. The TSMDC shall not accept responsibility for protection of the contractor's equipments, tools and materials.
- h. The contractor shall provide required CCTV Cameras including entry, exit, loading point, weighment area, to cover total stockyard area with three (3) months backup and one (1) year external hard disk backup. The CCTV surveillance hard disk shall be handed over to TSMDC every month. The contractor shall provide fencing with barricades at stockyard.



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- i. The contractor shall provide Minimum facilities of safe drinking water, Rest area with shade, to the personnel and transporters.

**vii) Possession of Excavators & Other Equipment:**

The Contractor should have under their possession through ownership or lease, a minimum of following equipment throughout the Contract period :

Hydraulic Excavators (bucket capacity of 0.9 CBM and above	4 Nos.
Mobile Water Sprinklers/tankers	4 Nos.
Tractors or Trippers	20 Nos or 10 Nos

The equipments once deployed for the work shall not be withdrawn without prior permission from concerned Project Officer of TSMDC. The tippers shall have RFID tags which transport sand from excavation point to stockyard.

**viii) Permits / Approvals :**

The Contractor 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.

**ix) Laying of Roads :**

It is the sole responsibility of the Contractor to lay / form required road from stockyard to nearby connectivity road for plying of Lorries / Vehicles, any incidental expenditure incurred and involved thereon for laying & maintenance of roads shall be borne by the Contractor alone.



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*[Signature]*  
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**x) Stockyard :**

The Contractor shall identify the Stockyard within 1 KM from the Submergence area. TSMDC shall obtain the Mineral Dealer License ( MDL ) and pay the lease rental amount to the concerned Pattadar not exceeding permissible amount per acre per annum for the Stockyard as identified by the Contractor.

**xi) Changes in Work**

- a. 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 contractor in fulfillment of his obligations under the contract.
- b. The TSMDC may, without invalidating the contract and without notice to the contractor's sureties, if any, require the contractor 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 contractor shall perform such extra items or quantities of work or comply with such changes and variations in the manner and to the extent specified in written orders approved by TSMDC and issued by the VC & MD.
- c. Any extra quantity of work ordered by TSMDC and executed by the contractor for which rates have been provided for in the schedule of quantities and rates and which is performed by the contractor in terms of a change as referred to in sub-clause (12.5) hereof, the contractor within seven (7) days of receipt of such order shall submit his rate to the VC&MD prior to commencement of such item of work for consideration and sanction by TSMDC. If



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the contractor 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 contractor shall be entitled to be paid in respect of the work carried out or the expenditure incurred by him prior to the date of determination of the rate as aforesaid only on the basis of such rate as may be fixed by TSMDC. If the nature or amount of any change or variation shall be such that in the opinion of the VC&MD the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the VC&MD shall fix such other rate as he may be in the circumstances, consider reasonable and the contractor 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.

- d. The contractor strictly prohibited from over loading sand against the loading capacity of the vehicle. Any vehicle found with over loading ( 20 ) times penalty will levied on the contractor on the sand cost, which was overloaded. If second time any lorry found with over loading the agreement shall be cancelled without any notice.
- e. All Malpractices are prohibited in the sand reach / stockyard any Malpractices noticed in the stockyard leads to imposition of penalty at the discretion of TSMDC, and cancelation of agreement with contractor.
- f. The contractor invariably dispatch daily 2,500 CBM and excavate 3,000 CBM per day.



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**xii) Escalation Clause :** No price escalation

**xiii) Force majeure :**

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



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**xiv) Failure and Termination**

- a. The performance of the Contractor 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.
- b. The TSMDC reserves the right to set off all the losses incurred by it against the Security Deposit and running bills, if necessary.
- c. 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 contractor will be paid no compensation or damages or idle charges by TSMDC.
- d. 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 contractor shall be responsible for all damages, which accrue due to such termination.
- e. 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 from Thogarrai Sand reach from Check dam across the Manair River at Thogarrai Village of Sultathanabad Madal Peddapalli District and transport the same quantity of sand to nearby Stockyard ( Bidder has to identify Stock yard near to motorable road ) and again loading of sand



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into the Lorries at Stockyard at Thogarrai Village of Sulathanabad Mandal Peddapalli District and / or directions issued by the Government and in which case the Contractor shall not be entitled to claim any compensation or damages from TSMDC.

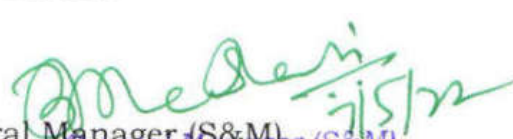
**xv) ASSIGNMENT AND SUBLETTING:** The assignment and subletting of the contract is not permissible.

**xvi) RESOLUTION OF THE DISPUTES :** All the quarries, 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.

In witness whereof, the parties hereto have signed and executed this Agreement on the day month and year first above written.

for and on behalf of  
TSMDC

for and on behalf of  
M/s. KSR Constructions.,

  
General Manager (S&M)  
Telangana State Mineral Development Corporation Ltd.  
# 6-2-915, HMWSSB Premises  
Near Block, 3rd Floor, Khairatabad,  
Hyderabad - 500 004, Telangana

For M/s. KSR Constructions  
  
Managing Partner

Witnesses

1) 

2) 



OFFICE OF THE ENGINEER-IN-CHIEF(ADMN WING)  
I&CAD DEPARTMENT, GOVERNMENT OF TELANGANA,  
JALASOUDHA BUILDING, ERRUM MANZIL, HYDERABAD.

Proc. No.RC/ENC(AW)/ADA/AEE3/SP34R/2020/TS.

Dt:05-12-2020.



Contractors – Renewal of Registration as Special Class Contractors – Orders –

1. G.O.Ms.No.94, I&CAD(PW-COD) Department Dt:01-07-2003.
2. Govt. Memo No.51644/COD/2004, I & CAD (PW-COD) Dept, Dt:02-04-2004.
3. G.O.Ms.No.130, I &CAD (PW-REFORMS) Department, Dt:22-05-2007.
4. G.O.Ms.No.14, I&CAD (Reforms) Dept, Dt:31-01-2015.
5. G.O.Ms.No.66, I &CAD(Reforms) Dept, Dt:20-04-2015.
6. G.O.Ms.No.67, I &CAD(Reforms) Dept, Dt:20-04-2015.
7. G.O.Ms.No.149, I &CAD(Reforms) Dept, Dt:15-10-2015.
8. G.O.Ms.No.46, I &CAD(Reforms) Dept, Dt:28-06-2016.
9. G.O.Ms.No.6, I &CAD(Reforms) Dept, Dt:23-01-2017.
10. G.O.Ms.No.63, I &CAD(Reforms) Dept, Dt:21-06-2018.
11. Engineer-in-Chief(R&B), Hyderabad, Proc.No.6805/DEE(e-Gov)/Regn.3/SP-C/2015, Dt:28-12-2015
12. Online application Dt:09-10-2020 of M/s.KSR Constructions, for renewal of Registration as Special Class Contractor, received in this office on Dt:16-10-2020.
13. Commissioner, C.O.T.Lr.No.MinutesM130/I&CADD/Regn/SO1/DEE2/EE/COT/2020-21, Dt:23-11-2020.

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The Committee of Engineers-in-Chief and the Commissioner, Commissionerate of Tenders have examined the application received from M/s.KSR Constructions (Firm No.250 of 2008), referred to for renewal of Registration as Special Class Contractor in terms of Government orders cited at its 130<sup>th</sup> meeting held on 21-11-2020 and approved for renewal of registration as Special Class Contractor in the category of "Civil "

1. Based on the decision of Committee of Engineers-in-Chief and the Commissioner, C.O.T, the registration of M/s.KSR Constructions (Firm No.250 of 2008), is registered as Special Class Contractor in the category of "Civil" with registration No.COT/TS/SP/1036/2020 to tender for works in all the Engineering Departments of the State Government.
2. The Special Class Contractor registered under the category of "Civil" is qualified to tender for works costing up to any amount.
3. The Managing Partners/ Partner of the firm, which are now registered as Special Class Contractor, shall intimate the changes in the Partnership deed through online contractor Registration web portal (<https://contractorregistration.telangana.gov.in>) and produce fresh solvency certificate in the name of firm M/s.KSR Constructions, with substituting Partners along with revised partnership deed and form-A issued by Registrar of Firms. Failure to notify the changes to the registering authority within one month of such change will entail the Firm to forfeit registration and further the firm will be debarred from tendering for works.
4. The Registration is valid up to 5 years from the subsequent date of the expiry of previous registration date i.e., from 28-11-2020 to 27-11-2025. The Registering authority reserves the right to cancel or demote without any notice and without assigning any reasons.
5. Application for renewal of Registration beyond 5years, if desired, should be submitted through online Contractor Registration Web Portal (<https://contractorregistration.telangana.gov.in>) not earlier than three months and should be submitted at least one month before the date of expiry of validity of registration.



6. All the existing registrations under this category stand cancelled.
7. The firm has failed to intimate the change in the Partners within one month in terms of their existing Special Class (Civil) registration proceedings. Since this is the first time, the firm is warned not to repeat such mistake in future. However, if the firm repeats the same once again, action will be initiated as per para'b' of GO Ms.No.46, Dt.28-06-2016, and para 3 of Annexure.VI to GO.Ms.No.94, Dt.01-07-2003 to forfeit the firm registration and further the firm will be debarred from tendering for works.
8. The Registration of firm is subject to condition that the Managing Partners/Partner of the firm do not hold individual registration or as a sole Proprietor of any Firm or Director/ Partner in any other Company/firm which has contractor registration in any department in Government of Telangana. The violation of the condition will entail forfeiture of registration and action as per rules.
9. The registration proceedings are being issued to the Contractor only after obtaining signature of Contractor in the copy of APDSS kept in the O/o Engineer-in- Chief (AW), I&CAD Telangana.
10. The Photo identity card issued along with this registration proceedings shall invariably be presented at the time of submission of Tenders
11. The firm is advised to upload the Bio-data in the website <http://ecot.aptg.gov.in> & <http://www.tsts.telangana.gov.in> positively.

Sd/-B.Nagendra Rao  
Dt.05-12-2020  
Engineer-in-Chief(AW)

To  
M/s.KSR Constructions.  
(Firm No:250 of 2008)  
HNO:2-10-2046, Bhagya Nagar Colony,  
Karimnagar – 505 001.  
Ph.No.0878-2253288,  
Email:ksrconstknr@gmail.com  
PAN:AAJFK2638K, GST No:36AAJFK2638K1Z1.

Copy submitted to the Principal Secretary to Government, I &CAD Department, Telangana Secretariat, Hyderabad, for favour of information.

Copy to All members of Committee of Engineers-in-Chief for information and necessary action.

Copy to The Commissioner, Commissionerate of Tenders, 1<sup>st</sup> Floor, Ground Water Building, Opp:Govt., Degree College, Chintal Basthi, Khairtabad, Hyderabad for information and necessary action.

Copy to: All the Engineers-in-Chief & Chief Engineers of I&CAD Department, Government of Telangana, with a request to Communicate these Proceeding to all Superintending Engineers. The Engineers-in-Chief, Chief Engineers and Superintending Engineers shall ensure that the identity card, original registration proceedings as issued from this office should be verified at the time of tendering. For any lapse the Officer under whose signature the tender schedules are issued shall be held personally responsible.

Copy to: The Chief Accounts Officer.

Copy to: P.A.O. R.R. District, Hyderabad. DD No.631032, Dt.09-10-2020, for Rs.30,000/- was remitted in Govt., account vide Treasury Challan No.0200692760, dt.04-11-2020 on 16-11-2020.



*[Signature]*  
09.12.2020  
for Engineer-in-Chief(AW)