

28/9/2020

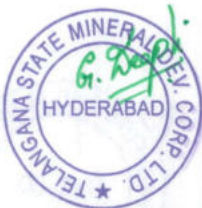
Contd-4



business at H. No.1-10-58, Navata Transport Building, Street No.2, Ashok Nagar, Hyderabad - 500 020 in the State of Telangana, represented by its Director Sri M. Subhas Reddy, 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.90.01 per CBM of sand and who emerged as successful Bidder as per the lots drawn out of eight ( 8 ) bidders quoted the same rate for excavation of 5,39,806 CBM from Block Birkur-4 over an extent of 26.99 Ha at check dam across the Manjeera River falling in the village limits of Birkur Village & Mandal, Kurla Village of Madnor Mandal, and Khatgaon Village of Bichkunda Mandal of Kamareddy District and transport 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 Birkur-4, Birkur Village & Mandal, Kamareddy District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC / GM(S&M) / SAND / EXC / Birkur-4 / 2020 / 247, dt. 22-05-2020, for execution of Agreement for excavation of sand from Block Birkur-4 over an extent of 26.99 Ha at check dam across the Manjeera River falling in the village limits of Birkur Village & Mandal, Kurla Village of Madnor Mandal, and Khatgaon Village of Bichkunda Mandal of Kamareddy District and transport 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 Birkur-4, Birkur Village & Mandal, Kamareddy District of Telangana State for a period of Twelve ( 12 ) months from the date of agreement of this contract.

AND



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.

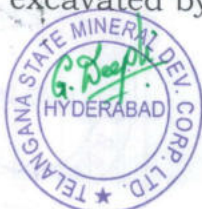
- a) Conditions of Contract,
- b) Contractor's Bid,
- c) Priced bill of Quantities,
- d) Letter of Intent or work order,
- e) Agreement,

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 5,39,806 CBM from Block Birkur-4 over an extent of 26.99 Ha at check dam across the Manjeera River falling in the village limits of Birkur Village & Mandal, Kurla Village of Madnor Mandal, and Khatgaon Village of Bichkunda Mandal of Kamareddy District and transport 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 Birkur-4, Birkur Village & Mandal, Kamareddy 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





**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 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.



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.

- 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 :**

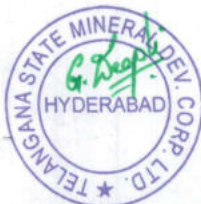
The Contractor should have under their possession through ownership or lease, a minimum of following equipment throughout the Contract period :

Excavators	6 Nos.
Mobile Water tanker	2 Nos.
Trippers	40 Nos. or 20 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.

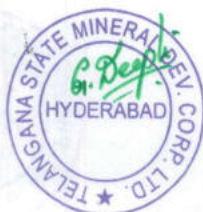
**viii) Permits / Approvals :**

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.





- 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 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. 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.

**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 Block Birkur-4 over an extent of 26.99 Ha at check

