

2020/05/24

7/8/2020



తెలంగాణ తేలంగానా TELANGANA

SL.No. 694 Date 7/8/2020 Rs. 100/-
 Name ... Sri. Chalapathi Suresh Reddy
 for Whom ... Jelli R. S. Reddy

G.B. ANAND R.A.J

LICENSED STAMP VENDOR

Lic.No.16-05-008 of 2012

R.No.16-05-042/2018

12-10-590/115/3, Warasiguda,
SECUNDERABAD. Ph.No:9848583843

Y 606294

7 AUG 2020

AGREEMENT

(Ref. No.Contract Agreement No. 71 -TSMDC/Palugula-12/Palugula
 & Maddulapally (V)/Mahadevpur (M)/Prof. Jayashankar
 Bhupalpally Dist.,/Sand/Legal/2020)

THIS AGREEMENT made and entered into on this day of 7th August, 2020 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 3rd Floor, HMWSSB Premises, Khairatabad, Hyderabad - 500 004, represented by its General Manager (CLA) Sri K. Rajender Reddy, hereinafter referred to as " TSMDC " and authorized vide TSMDC/GM(Sand)/SAND/EXC/Palugula-12/2020, note file Nos.19 to 24 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).



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AND

M/s. R. K. Infracorp Private Limited a Company Registered under Companies Act, 1956 dealing with Mining business and having its place of business at Flat No.207, Lumbini Enclave, Opp. NIMS, Panjagutta, Hyderabad - 500 082 in the State of Telangana, represented by its Managing Director Smt. R. Madhavi, who authorized Sri Garlapati Sujeeth Reddy, on behalf of him vide Power of Attorney dt. 22-07-2020 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 twenty (20) bidders quoted the same rate for excavation of 7,34,682 CBM from Block Palugula-12 over an extent of 24 Ha at Submergence area of Medigadda Barrage on Godavari River at Palugula-12, Palugula & Maddulapally Village of Mahadevpur Mandal, Jayashankar Bhupalpally 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 Palugula-12, Palugula & Maddulapally Village of Mahadevpur Mandal, Jayashankar Bhupalpally District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC / GM(Sand) / SAND / EXC / Palugula-12 / 2020 / 524, dt. 17-07-2020, for execution of Agreement for excavation of sand from Submergence area of Medigadda Barrage on Godavari River at Palugula-12, Palugula & Maddulapally Village of Mahadevpur Mandal, Jayashankar Bhupalpally 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



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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.
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 7,34,682 CBM from Submergence area of Medigadda Barrage on Godavari River at Palugula-12, Palugula & Maddulapally Village of Mahadevpur Mandal, Jayashankar Bhupalpally 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 Palugula-12, Palugula & Maddulapally Village of Mahadevpur Mandal, Jayashankar Bhupalpally 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



[Signature]
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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 twelve (12) 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 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,



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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.
- 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.



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 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.



- 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.

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.



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. R. K. Infracorp Private Limited

7/8/20.
General Manager (D.L.A.) L.L.B., H.C.M.
General Manager (Company Law Affairs)
TELANGANA STATE MINERAL DEV. CORP. LTD.
(A State Govt. Undertaking)


Contractor

For R.K. INFRACORP PRIVATE LIMITED

Witnesses

AUTHORISED SIGNATORY

- 1) ABHUL RANIN (R.A.)
- 2) GOUTHAM REDDY (Goutam)

RCMD-683280/2020

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RK Infracorp Pvt. Ltd.

RESHAPING THE GLOBAL SKYLINE
An ISO 9001 - 2008 Certified Company

RKIPL/TS/Palugula12/002,

Dated: 22.07.2020

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

22/7/2020

Sir,

Sub : *"Excavation of Sand 7,34,682 CBM from Block Palugula-12 over an extent of 24 hect at submergence area of Medigadda Barrage on Godhavari River at Palugula & Maddulapally (V) of Mahadevpur (M) Jayashankar Bhupalpally District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard– reg.*

Ref : Your work order No. TSMDC/GM(Sand)/SAND/EXC/Palugula-12/2020 /524,
Dated:17.07.2020

* * * * *

With reference to the above subject work, we hereby authorize Sri Garlapati Sujeeth Reddy, S/o Garlpati Surender Reddy, Plot No. 439, Road No. 20, Jubilee Hills, Hyderabad -500033 to sign the LS agreement bond, undertakings and all other related documents i.e measurement books, receive payments, and to do necessary correspondence on behalf of the our company whose signature is attested below.

Thanking you,

(GARLAPATI SUJEETH REDDY)

Attested

For RK Infracorp Private Limited

Managing Director

Yours faithfully,
For RK Infracorp Private Limited

Managing Director.

Regd. Office : 1/712, Dwaraka Nagar Colony, Kadapa - 516 004 Telefax: 08562 248181

Admin. Office : Flat No. 207, Lumbini Enclave, Opp. NIMS, Punjagutta, Hyderabad - 500082

Phone: +91 40 2330 0156 Telefax: +91 40 2330 0175

E-mail: rkinfracorp@gmail.com, rkinfracorp@hotmail.com




KNOW ALL MEN BY THESE PRESENTS ON THIS 22nd **DAY OF July 2020** THAT **M/s. R K INFRACORP PRIVATE LIMITED** having its registered office at Flat No.207, Lumbini Enclave, Opp. NIMS, Punjagutta, Hyderabad- 500082, Telangana represented by its Managing Director Smt. R. Madhavi do hereby execute this authorization to **Sri Garlapati Sujeeth Reddy, S/o Garlpati Surender Reddy, Plot No. 439, Road No. 20, Jubilee Hills, Hyderabad - 500033** as our Attorney to execute the work in the name and on our behalf all the acts or things hereinafter mentioned in relation to the work of **"Excavation of Sand 7,34,682 CBM from Block Palugula-12 over an extent of 24 hect at submergence area of Medigadda Barrage on Godhavari River at Palugula & Maddulapally (V) of Mahadevpur (M) Jayashankar Bhupalpally District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard (Hereinafter referred to as "Contract")** by Vice Chairman & Managing Director, TSMDC, Khairatabad, Hyderabad (herein after referred to as **"the Employer"**), to execute the Project as per the above scope of the following acts, deeds and those hereinafter mentioned:

1. To make and sign all correspondence required for Execution of the Contract, signing the site taking over papers and bills etc., for the above said Contract.
2. To attend all meetings with the Employer in connection with the Contract.

IN WITNESS WHEREOF, we have executed this power of Attorney on 22ND Day of July 2020

For RK Infracorp Pvt Ltd.,



(R MADHAVI)
Managing Director

I Accept to Act As Power Of Attorney Holder



(Signature of Sri Garlapati Sujeeth Reddy)


//Attested By//

For RK Infracorp Private Limited


(R MADHAVI)
Managing Director

Witnesses:

1. 
(GOUTHAM REDDY)

2. 
(K. ISAI AH)



RK Infracorp Pvt. Ltd.

RESHAPING THE GLOBAL SKYLINE
An ISO 9001 - 2008 Certified Company

**EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF
RK INFRACORP PRIVATE LIMITED ON 22nd Day July 2020 AT 11.00 AM AT THE
ADMINISTRATION OFFICE AT FLAT NO 207, LUMBINI ENCLAVE, PANJAGUTTA,
HYDERABAD – 500082.**

RESOLVED THAT : -

Smt. R. Madhavi W/o R. Srinivasa Reddy, Managing Director on behalf of the company be and here by authorized to execute the special power of attorney to authorize Sri Garlapati Sujeeth Reddy, S/o Garlpati Surender Reddy, Plot No. 439, Road No. 20, Jubilee Hills, Hyderabad -500033 to execute the LS agreement bonds, undertakings and all other related documents in respect of the contract work namely *"Excavation of Sand 7,34,682 CBM from Block Palugula-12 over an extent of 24 hect at submergence area of Medigadda Barrage on Godhavari River at Palugula & Maddulapally (V) of Mahadevpur (M) Jayashankar Bhupalpally District and transport same quantity of sand to nearby Stockyard (Bidder has to identify Stock yard near to motorable road) and again loading of sand into the Lorries at Stockyard"* Vide work order No : TSMDC/GM(Sand)/SAND/EXC/Palugula-12/2020/524, Dated:17.07.2020" issued by the Vice Chairman & Managing Director, TSMDC, Khairatabad, Hyderabad.

//CERTIFIED TRUE COPY//
FOR RK INFRACORP PRIVATE LIMITED


MANAGING DIRECTOR


DIRECTOR

Regd. Office : 1/712, Dwaraka Nagar Colony, Kadapa - 516 004 Telefax: 08562 - 248181

Admin. Office : Flat No. 207, Lumbini Enclave, Opp. NIMS, Punjagutta, Hyderabad - 500082

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