

2020/01/10

10/6/2020



తెలంగాణ తేలంగానా TELANGANA

S.No. 18 Date 21-5-2020 Rs. 100-00
 Sold to V. Prabhakar Rao & Co Venkateshwar Rao
 For V. Prabhakar Rao & Co

AGREEMENT

(Ref. No. Contract Agreement No.62-TSMDC/Kollur-7/Kollur
 (V)/Kotapally (M)/Mancherla Dist.,/Sand/Legal/2020)

Y 846333
 B. Ramaswamy
 LICENCED STAMP VENDOR
 L.No. 2013-002-1999
 RL No. 2013-08-2020
 H.No. 3-1-743, Vavilapally,
 KALIMNAGAR-505 001. Cell: 9985007511

THIS AGREEMENT made and entered into on this day of 10th June, 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(S&M) / SAND / EXC / Kollur-7 / 2020, note file No.9 to 11 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).

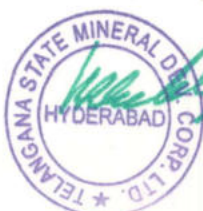
AND

M/s. Veerla Prabhakar Rao & Company, a Company Registered under Companies Act, 1956 dealing with Mining business and having its place

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M/s. V. PRABHAKAR RAO & CO.,

J. Sridhar Kumar



of business at H. No.7-1-469, Mankammathota, Karimnagar – 505 002 in the State of Telangana, represented by its Proprietor Sri Veerla Prabhakar Rao, who authorized Sri J. Ajith Kumar S/o. Jitender Rao, on behalf of him vide Authorization issued on 20-06-2020, 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 eleven (11) bidders quoted the same rate for excavation of 5,02,094 CBM from Block Kollur-7 over an extent of 20.20 Ha at Submergence area of Medigadda Barrage on Godavari River at Kollur-7, Kollur Village of Kotapally Mandal, Mancherial 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 Kollur-7, Kollur Village, Kotapally Mandal, Mancherial District. TSMDC issued the letter of intent to Contractor vide Lr. No. TSMDC / GM(S&M) / SAND / EXC / Kollur-7 / 2020 / 839, dt. 21-03-2020, 03-04-2020, 21-04-2020 & 13-05-2020, for execution of Agreement for excavation of sand from Submergence area of Medigadda Barrage on Godavari River at Kollur-7, Kollur Village of Kotapally Mandal, Mancherial 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 Kollur-7, Kollur Village, Kotapally Mandal, Mancherial District of Telangana State for a period of Twelve (12) months from the date of agreement of this contract.

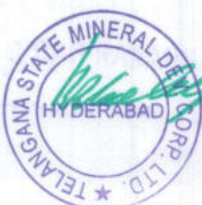
AND

WHEREAS in terms of the Tender Document, the Contractor submitted Demand Draft bearing No.019212 dt. 10-03-2020 for

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M/s. V. PRABHAKAR RAO & CO.,

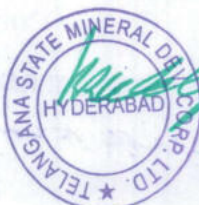
J. Ajith Kumar



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 5,02,094 CBM from Submergence area of Medigadda Barrage on Godavari River at Kollur-7, Kollur Village of Kotapally Mandal, Mancherial 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 Kollur-7, Kollur Village, Kotapally Mandal, Mancherial 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 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 15th day of succeeding month



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J. S. J. R. R.

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.
- 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

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V. Sankar Kumar

vi) 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	20 Nos.

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

vii) 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.

viii) 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.

ix) 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

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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 for day.

xi) Escalation Clause : No price escalation

xii) 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



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V. Siva Kumar

- 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 Submergence area of Medigadda Barrage on Godavari River at Kollur-4, Kollur Village of Kotapally Mandal, Mancheri 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 Kollur-7, Kollur Village, Kotapally Mandal, Mancheri 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.

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



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V. Siva Kumar