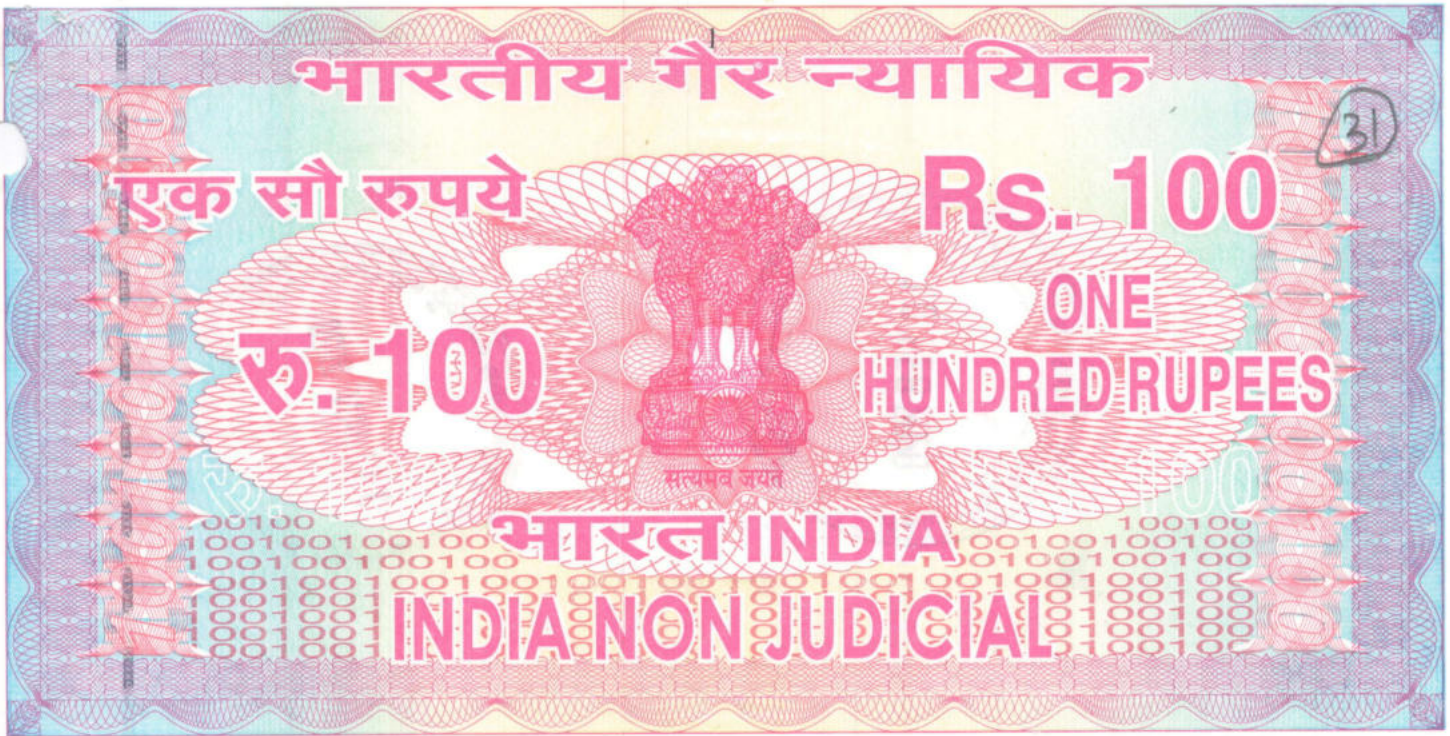


5.fee-2020/01/03

2020/01/01

18/5/2020



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 1936 Dt. 18/5/2020 Rs. 100/-

Sold to A. Sudhakara Reddy

S/o. D/o. W/o. A. Vinu Konda Reddy R/o. Hyd

For Whom: Sudhakara Infra Tech Pvt Ltd AGREEMENT

Tsabitha Y 313936  
 T. Sabitha  
 LICENCED STAMP VENDOR  
 LIC.No. 15-02-002/2014  
 Ren. No.15-02-033/2020  
 H.No.4-9-124, LIC Colony  
 Hayathnagar, R.R. Dist.

( Ref. No.Contract Agreement No.57-TSMDC/Pusukupalli-1  
 /Medigadda/Sand/Legal/2020 )

THIS AGREEMENT made and entered into on this day of 18<sup>th</sup> May, 2020 between Telangana State Mineral Development Corporation Limited, a Company Registered under Companies Act, 2013 and having its Registered Office at Rear Block, 4<sup>th</sup> 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 File No.TSMDC / Sand / Pusukupalli-1 / 53 / 2020, at Para Nos.7 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. Sudhakara Infra Tech Private Limited, a Company Registered under Companies Act, 1956 dealing with Mining business and having

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its place of business at Metro Residency, Flat No.304, Raj Bhavan Road, Hyderabad - 500082 in the State of Telangana, represented by its Managing Director Sri A. Sudhakara Reddy, who authorized Sri N. Jagga Reddy, Project Coordinator, on behalf of him vide Power of Attorney dt. 18-05-2020, 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 ).

**AND**

WHEREAS, TSMDC has accepted the tender submitted by the CONTRACTOR, who quoted Rs.84.70 per CBM of sand for excavation of 24,00,000 CBM from Block 3, Elkeshwaram over an extent of 80 Ha. at Submergence areas of Medigadda Barrage, Kaleswaram Project and transport the same quantity of sand to the nearby Stockyard and again loading of sand into the Lorries at Stockyard in Prof. Jayashanker Bhupalpally District of Telangana State.

**AND**

WHEREAS, TSMDC has accepted the offer for Rs.84.70 per CBM and awarded the tender to the Contractor and entered the contract Agreement No.17-TSMDC / Elkeshwaram / Medigadda / Sand / Legal / 2017, dt. 03-03-2017 for the Excavation of sand for a quantity of 24,00,000 CBM for a period of Eighteen ( 18 ) months and later entered the Agreement No.25-TSMDC / Elkeshwaram / Medigadda / Sand / Legal / 2019, dt. 23-02-2019 for the Excavation of sand for a balance quantity of 19,04,895.50 CBM for a period of one ( 1 ) year from the Submergence areas of Medigadda Barrage, Kaleswaram Project and transport the same quantity of sand to the nearby Stockyard and again loading of sand into the Lorries at Stockyard in Prof. Jayashanker Bhupalpally District of Telangana State.

**AND**



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by the Contractor ] ). The EMD amount of Rs.24,00,000/- will be adjusted against the PSD

**AND**

WHEREAS as per the Tender conditions, the Contractor submitted Bank Guarantee issued by Yes Bank Ltd., Somajiguda Branch, Hyderabad, bearing No.006BG01201260001 Dt. 06-05-2020 for Rs.90,34,500/- (Rupees Ninety Lakhs Thirty Four Thousand and Five Hundred Only) covering the Guarantee period from 06-05-2020 to 05-11-2021 and Additional Performance Bank Guarantee bearing No. 006BG01201260002 Dt. 06-05-2020 for Rs.2,70,000/- ( Rupees Two Lakhs and Seventy Thousand Only ) and covering the Guarantee period from 06-05-2020 to 05-11-2021.

**NOW THIS AGREEMENT WITNESSETH 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 by the parties and the same are binding on both the parties.
3. Conditions of contract:



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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. 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., GST, Income Tax and all related to sand mining. The Tender price includes all existing taxes and the taxes that may arise during Contract period ).

**iv) Period of Contract:** This Contract is valid for a period of one ( 1 ) year from the date of this Agreement.

**v) Performance Security Deposit (PSD) :** The Contractor remitted 15% of Bided amount of Rs.1,14,34,500/- ( quoted rate of Rs.84.70/- X quantity of 9,00,000 CBM = 7,62,30,000 X 15% = Rs.1,14,34,500/-) as Performance Security Deposit (PSD) in the form of Bank Guarantee (BG) to TSMDC at the time of entering into the Agreement. The EMD amount of Rs.24,00,000/- will be adjusted against the PSD. The BG should be valid for the contract period + 180 days from the expiry of the Agreement. The Contractor shall not be entitled to claim interest on EMD.

**vi) 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

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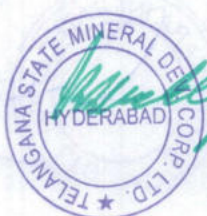
- f. All Equipments deployed for the work should have first aid, safety belts, proper lighting front and audio-visual alarm. In addition, reversing of heavy earth moving machinery equipments must be done with one man for signaling. Further, their fitness will be checked periodically and if found defective, 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.
- g. The contractor 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 contractor shall repair the same at his own expense to the satisfaction of the TSMDC. The contractor 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 responsibility for protection of the contractor's equipments, tools and materials.

**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	
1) R-210-7V-Yundai Hydraulic Excavators	4 Nos. Owned
2) Tata Hitachi 350V-0040 Excavator	1 No. Owned
3) Tata Hitachi Ex-200LC Excavator	1 No. Owned
Mobile Water tanker	2 Nos. Lease

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- 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 Project Officer.
- 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 the above clause, the contractor within seven ( 7 ) days of receipt of such order shall submit his rate to the Officer-in-charge 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 officer-in-Charge the rate of any item in the schedule of quantities and rates is rendered unreasonable or inapplicable, the Officer-in-Charge shall fix such other rate as he may be in the circumstances, consider reasonable and the contractor shall have no

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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 ( 15 ) days notice in writing in the event of any change in the policy in respect of sand mining project at Block of Pusukupalli-1 at Submergence areas of Medigadda Barrage, Kaleswaram Project in Prof. Jayashanker Bhupalapally 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.

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