

**Office Of The Additional Chief Engineer, PHED Region Office**  
**Pratap Nagar, Dadabari, Kota**

Fax- 0744-2501551

No: ACE/JHW-PROJ/ 7853-68

M/S GKC Projects Limited

Survey No. 9 (P),

CII Green Building Lane

HITEC City, Kondapur

Hyderabad-500084

Tel : 040-44554545

Fax : 040-44554555

e-mail : tenders@gkcpl.com

e-mail - rj\_aceko@yahoo.com

Dated: 14.9.2012

Sub:	Execution of the rejuvenation work of Intake Pumping Station, Sedimentation Tanks, Treatment plant, Clear Water Reservoir and Clear Water Pumping Station and new work of Raw Water Main, Clear water main, 33/11KV GSS 11/0.44KV sub stations, Intermediate Pumping stations, cluster rising mains, cluster distribution mains, cluster ESRs with associated civil, electrical and mechanical works, village distribution system, IEC activities etc. for Borabas-Mandana Water Supply Project on single responsibility turn key basis with 10 year O&M. District Kota
Ref:	1. This office NIT No ACE/PHED/Kota/06/2011-12 dated 27.09.11 2. Approval of price bid in 638 <sup>th</sup> meeting of FC dated 11.09.12 3. Chief Engineer (SP), PHED Rajasthan Jaipur letter no. 2997 dated 13.09.12

Sir,

With reference to your offer submitted under aforesaid tenders, the Finance Committee of RWSSMB in its 638<sup>th</sup> meeting dated 11.09.12 has approved your lump sum offer for Rs 90,47,48,465.26 (-Rupees Ninty Crores Forty Seven Lacs Forty Eight Thousand Four Hundred Sixty Five & Paisa Twenty Six only). However lump sum price shall be adjustable for variation in length of pipe line at the end of contract. The rates payable/ deductible for increased/ decreased lengths as compared to those given in schedule shall be same as quoted for respective pipes in schedule. The interim payments under schedules in consideration of providing clubbed rates shall be made as per break up further approved by competent authority whose decision shall be binding.

The work shall be done strictly as per detailed specifications and conditions laid in the tender document and subsequent addenda's issued by this office on which the tender was submitted. Work shall be executed under Executive Engineer PHED Project Division-I Jhalawar and Superintending Engineer, PHED Project Circle Jhalawar shall be EiC for the project.

The time for completion of work including mobilization, reconnaissance, investigation, design, manufacturing, transportation, construction, installation and testing, commissioning and trial run and demobilization is 27 months calculated from the commencement date which is 10 days after the issuance of this order. The operation and maintenance period of 10 year shall commence after completion of one year defect liability period.

As you have executed the agreement with this office bearing no. 05 of year 2012-13 on non judicial stamp paper of value of Rs. 5000.00 only.

You may elect to provide an unconditional bank guarantee as per clause 1 of General Condition of Contract for an amount equal to 10% of the work order amount in prescribed format provided in tender document.

Summary :

1. Agreement no. 05 of Year 2012-13
2. St. date of commencement : 24.09.2012
3. St. date of Completion : 23.12.2014

Kindly acknowledge receipt of this order.

*scintz 14.9.12*  
Additional Chief Engineer  
PHED Region Kota

No: ACE/JHW-PROJ/ 7853 - 68

Date: 14.9.2012

Copy to following for information:

1. PS to Hon'ble minister PHED , GOR, Jaipur.
2. PS to Pr. Secretary, PHED Rajasthan, Jaipur
3. Comptroller & Auditor General, Rajasthan, Jaipur
4. Secretary, RWSSMB, Jaipur
5. Chief Engineer, Adm & TM/ HQ/ Special Project/ Rural, PHED Rajasthan, Jaipur
6. Income Tax officer, Kota. (Rajasthan)
7. Commercial Taxation officer, Kota (Rajasthan)
8. Mining Engineer, Kota (Rajasthan)
9. Labor Officer, Kota (Rajasthan)
10. Resident Concurrent Audit Officer, PHED Rajasthan , Jaipur
11. Superintending Engineer, PHED Project Circle Jhalawar
12. Executive Engineer, PHED Project Division-I, Jhalawar with the instruction that extra/ excess items under the tender shall be taken up after getting approval from the competent authority as per rules/ provisions of contract. Detailed work implementation schedule & billing break up for work shall be approved by this office in such a way that none of the stage of contract excess payment is passed to the contractor.

*scintz 14.9.12*  
Additional Chief Engineer  
PHED Region Kota



राजस्थान RAJASTHAN

AGREEMENT No.05/2012-13

998536

AGREEMENT FOR NIT NO. ACE/PHED/KOTA/06 /2011-12

This Agreement made on the 14<sup>th</sup> day of September, 2012 between the Additional Chief Engineer, PHED, Region Kota (herein after called the PHED) on behalf of the Governor of Rajasthan on the one part and M/s GKC Project Limited, Survey No.9(P), CII Green Building Lane, HITEC City, Kondapur, Hyderabad-500084 (Andhra Pradesh) (herein after called Contractor) on the other part.

Whereas the PHED is desirous for "Execution of the rejuvenation work of Intake Pimping Station, Sandimination Tanks, Treatment Plant, Clear Water Reservoir and Clear Water Pumping Station and new work of Raw Water Main, Clear Water Main, 33/11KV GSS 11/0.44KV sub station, Intermediate Pumping stations, cluster rising mains, cluster distribution mains, cluster ESRs with associated civil, electrical and mechanical works, village distribution system, etc. for Borawas-Mandana Water Supply Project on Single responsibility turn key basis with 10 year O&M District Kota (Rajasthan).

Whereas the PHED has accepted a tender by the Contractor for execution, commissioning, completion and maintenance of such work.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
  - a. Form of Agreement
  - b. Letter of award and any pre-award correspondence between the Department and the Tenderer.
  - c. Tender document contained in:
    - Vol. I: Conditions of Contract, Pre-Qualification Schedules.
    - Vol. II: Scope of Work and Technical Specifications, Annexures
    - Vol. III: Tender Drawings
    - Vol. IV: Schedule of Prices
    - All Addenda issued
  - d. The Tender Offer



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3. The signed and initialled Tender Documents shall be deemed to form and be read and construed as part of this Agreement.
4. In consideration of the payments to be made by the PHED to the Contractor as herein after mentioned, the Contractor hereby covenants with the PHED to provide, execute and to complete the work, remedy the defects, commission the work and maintain it in conformity in all respects with the provisions of the Contract.
5. The PHED hereby covenants to pay the Contractor in consideration of the provisions, executions, completion of the works, remedying of the defects therein and maintenance of the work, the Contract Price or that sum as may become payable under the Conditions of the Contract at the times and in the manner prescribed by the Contract.
6. The following are the salient data of the Agreement:  
Contract Sum : Rs 90,47,48,465.26 (Rs Ninty Crores Forty Seven Lacs Forty Eight Thousand Four Hundred Sixty Five & Paise Twenty Six only)  
(With Operation & Maintenance Cost.)
7. Security Deposit: Rs.9,04,74,847/- (Rs Nine Crores Four Lac's Seventy Four Thousand Eight Hundred Forty Seven only) (10% of the payments)
8. Time for Completion  
(A) Execution Part : 27 months  
(B) Defect liability period : 12 months  
(C) O&M Part : 10 Years

In Witness thereof the parties to these present have hereto set and subscribed their respective hands the day month and year first above written:

Signed for and on behalf of PHED

*Signature* 14.9.12  
Additional Chief Engineer,  
PHED, Region, Kota

Witness

Signed for and on behalf of the Contractor

*Signature*  
(L.Vijayasimha Reddy)  
Assistant General Manager  
Authorised Representative

Witness

M/s GKC Project Limited,  
Survey No.9 (P), CH Green Building Lane,  
HITEC City, Kondapur,  
Hyderabad-500084 (Andhra Pradesh)