

Date: 21.04.2013.

**M/S. Satra Infrastructure Management Services Pvt Ltd,  
#605, Ashoka Bhopal Chambers  
SP Road, Begumpet  
Hyderabad - 500003.  
Mobile No: 09000495111**

Dear Sirs,

Sub: Work Order for Erection and Supply of Materials , Survey , Consumer Indexing , Installation, Testing and Commissioning of 11KV Feeders, Additional 11KV Bays, Distribution Transformers S/S 11 / 0.433KV , replacement of Bare Conductor of existing LT Line by AB Cable , Conversion of LT line to 11KV Line (HVDS) , NEW LT 3 Phase 4 wire Line with AB Cable , Renovation of existing service line & installation of Energy Meters for segregation of domestic and other categories consumer from agricultural consumers in rural areas of Shivpuri -I Districts of MP under Feeder Separation Programme against Bid Identification No. MPMKVVCL / FSP-II / ADB / F-03 Lot-XII under Asian Development New Loan for MP Energy Efficiency Programme Tranch I Package F-03.

Ref: LOA No. CMD/MK/FS/ F-03 & 04

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With reference to your offer and subsequent discussions we had with you, we are pleased to issue the work order for the above mentioned project for Erection and supply of part material, subject to the Terms & Conditions enclosed as per Annexure - A .We are enclosing herewith supply rates as per Annexure -I and Erection rates as per Annexure-II.

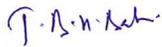
We are also enclosing herewith Feeder Wise Completion Schedule as per Annexure-III.

You may return the duplicate copy of the Work Order duly signed and stamped confirming order acceptance.

Thanking you,

Yours faithfully,

**For TRK Immortal Infrastructure India Pvt Ltd.**



**T.B.K.Babu  
Director**

Encl: As above.

## Annexure – A

**Madhya Pradesh Madhya Kshetra Vidyut Vitran Company Ltd.**, (herein after called as "**Employer**" ) has Awarded for Contract of Design, Manufacture, Predispach Inspection, Testing and Supply of Materials , Survey , Consumer Indexing , Installation, Testing and Commissioning of 11KV Feeders, Additional 11KV Bays, Distribution Transformers S/S 11 / 0.433KV , replacement of Bare Conductor of existing LT Line by AB Cable , Conversion of LT line to 11KV Line (HVDS) , NEW LT 3 Phase 4 wire Line with AB Cable , Renovation of existing service line & installation of Energy Meters for segregation of domestic and other categories consumer from agricultural consumers in rural areas of Shivpuri -I Districts of MP under Feeder Separation Programme against Bid Identification No. MPMKWCL/ FSP-II / ADB / F-03 Lot-XII under Asian Development New Loan for MP Energy Efficiency Programme Tranch I Package F-03 (hereinafter called "**the Project**").

**M/s. TRK INFRA Limited** is subcontracting the works, as mentioned below in detail, to **M/s. SATRA-I MAN PVT LTD**, (hereinafter called as "**SIMSPL**").

### **1. Scope of SATRA-I MAN PVT LTD:**

**Supply of Materials:** SATRA-I MAN PVT LTD shall supply the material at agreed prices as mentioned in Annexure -I and as per payment terms as mentioned in clause no. 17 of this agreement.

**Erection works:** SATRA-I MAN PVT LTD will execute the works on back to back basis. The scope includes preparation of Drawings, all the Civil & Erection works, testing & commissioning and handing over of the system to the Employer as per the Tender Specifications including supply and erection of consumables like insulation tape, cable tags, cable ties etc., required to complete the works in all respects, for the prices agreed as mentioned in Annexure -II for Erection works, and as per payment terms as mentioned in clause no. 17 of this agreement. SATRA-I MAN PVT LTD shall arrange for accommodation for their workforce, Power and water for construction/erection at their cost.

### **Survey:**

GPS Survey works are in the scope of TRK INFRA, However manual survey, if any, for Construction of New 11 KV Line. LT Line on AB cable. 25 KVA 11 / 0.4 KV Distribution X-mer Sub-Station, Four Pole Structure, Additional 11 KV Bay with VCB, replacement of Bare LT Line with AB Cable, Conversion of LT Lines in to HT (HVDS) & Meterisation of Unmetered Consumers", preparation of As-built drawings for the entire project with required no. of copies for onward submission to Employer is in SATRA-I MAN PVT LTD scope. SATRA-I MAN PVT LTD will submit the drawings to TRK INFRA for onward submission to Employer. TRK INFRA is responsible for getting approval of the Surveyed Quantities and drawings from the

Employer. Costs for survey work are inclusive in Erection work rates. SATRA-I MAN PVT LTD shall complete survey as per the milestones of Main contract agreement and TRK INFRAL/Employer's directions.

**2. Mile stones. Completion Schedule and Penalties & Liquidated damages:**

Time is essence of the Contract and SATRA-I MAN PVT LTD shall strictly follow the milestone schedule fixed by the Client for survey, Design, drawings, supply of materials of SATRA-I MAN PVT LTD scope. Erection works and others. Any penalties/Liquidated damages levied by client on account of non compliance of milestones due to default or failure of SATRA-I MAN PVT LTD shall be debited and recovered from SATRA-I MAN PVT LTD bills.

Penalties/Liquidated damages, if any, levied by client on account of non compliance of milestones and the reasons for default or failure of TRK INFRAL for supply of material in their scope as per milestones, TRK INFRAL shall bear those penalties.

**3. Variation in Quantities:**

Quantities given in Annexure -I and Annexure - II are tentative. Final quantities will be arrived based on Detailed Survey, Check survey and on approval of design & drawings. Quantities mentioned are subject to changes and SATRA-I MAN PVT LTD shall abide by the changes in the qty, if any, proposed by Employer/TRK INFRAL.

Any variation to the standard quantities given to SATRA-I MAN PVT LTD shall be brought to the notice of TRK INFRAL for obtaining approval from the Employer before start of such additional works.

**4. Storage:**

TRK INFRAL shall supply their scope of materials at TRK INFRAL's Stores. Unloading charges of the materials of TRK INFRAL scope shall be borne by TRK INFRAL other than the material which will directly be taken to work spot. Unloading charges for material which will directly be taken to work spot shall be borne by SATRA-I MAN PVT LTD only.

TRK INFRAL will issue the material/Equipment to SATRA-I MAN PVT LTD at TRK INFRAL's store. Loading at TRK INFRAL stores, unloading at work spot and freight charges are in SATRA-I MAN PVT LTD' scope only. Transportation of materials/equipment within entire project area, including Loading/ Unloading, inter-carting is in SATRA-I MAN PVT LTD scope.

SATRA-I MAN PVT LTD shall submit store requisition and provide a receipt to TRK INFRAL representative for drawing any material from store. SATRA-I MAN PVT LTD shall be responsible for physical custody of all stores items issued to them till the completed works are handed over and receive the Handing over Certificate from Employer. Any loss, shortage and damage of material/equipment, cost of the same

shall be debited to SATRA-I MAN PVT LTD. In case any insurance claims are made and amounts or realized/settled on those accounts, the same will be passed on to SATRA-I MAN PVT LTD. The Documentation for filing claims such as FIR, final investigation report is in the scope of SATRA-I MAN PVT LTD.

SATRA-I MAN PVT LTD shall bring their scope of material as specified in Annexure - I. These materials shall be routed through TRK INFRA's Stores for records and control purpose. Unloading charges for these materials shall be borne by SATRA-I MAN PVT LTD only.

Dismantling of Material / Equipment during execution for reconditioning/ renovation/rehabilitation/augmentation of works etc., will be the responsibility of the SATRA-I MAN PVT LTD at his cost. These materials have to be handed over to Employer as per their directions and acknowledged statements of material handing over statements and reconciliation statement shall be submitted to TRK INFRA. Any shortage of materials shall be to SATRA-I MAN PVT LTD account.

**5. Maintenance during Defect Liability period:**

Maintenance during DLP is under SATRA-I MAN PVT LTD scope and SATRA-I MAN PVT LTD shall do the maintenance during the DLP period of one year. Rates mentioned in Annexure - I & II are inclusive of maintenance charges during the DLP.

Any costs for rectification or re erection of works due to the problem of the material in the Scope of TRK INFRA shall be borne by TRK INFRA.

**6. Electrical Inspection:**

Obtaining approval from Electrical Inspector and getting safety certificate is in the scope of SATRA-I MAN PVT LTD. TRK INFRA will coordinate, Official Fee to be paid to Electrical Inspector shall be paid by TRK INFRA directly.

**7. Providing Bank Guarantees:**

Provision of Bank Guarantees as per the Main Contract Agreement is under the scope of TRK INFRA TRK INFRA will provide all B.Gs upto scheduled Completion dates.

Bank charges for extension of existing B.Gs or providing any new B.Gs for extension of the Contract period due to delays or default of SATRA-I MAN PVT LTD shall be to SATRA-I MAN PVT LTD account.

Bank Charges for extension of existing B.Gs or providing any new B.Gs for extension of the Contract period due to default or failure of TRK INFRA for supply of material in their scope as per mile stones, shall be borne by TRK INFRA

**8. Failure of SATRA-I MAN PVT LTD:**

In case of failure of SATRA-I MAN PVT LTD, TRK INFRA reserves the right to outsource the works to some other Sub Contractor at the risk and cost of the SATRA-I MAN PVT LTD. Any Penalties/damages levied by Employer for delay in erection shall be borne by SATRA-I MAN PVT LTD.

**9. Obtaining approvals' -**

Preparation of all sorts of drawings with required no. of copies shall be made by SATRA-I MAN PVT LTD. Any changes or corrections proposed in drawings by TRK INFRA/Employer, SATRA-I MAN PVT LTD shall prepare the revised drawings and submit to TRK INFRA for onward submission to Employer.

Follow up for approval of all drawings is in the scope of TRK INFRA. Permissions for Railway Crossings and forest clearances are in TRK INFRA scope.

Taking joint measurement of work done with TRK INFRA , recording M - Books, preparation of R.A bills jointly with TRK INFRA, Certification of R.A bills upto Circle office level of Employer and all costs related in this regard shall be borne by SATRA-I MAN PVT LTD.

**10. Statutory Compliances:**

SATRA-I MAN PVT LTD shall comply with all statutory obligations. SATRA-I MAN PVT LTD shall submit copy of the following documents to TRK INFRA.

- a. PAN card
- b. VAT registration with Madhya Pradesh Commercial Tax Department
- c. Service Tax registration
- d. P.F and ESI registrations
- e. Contractor License
- f. Monthly/Quarterly/half yearly returns of P.F, ESI, Service Tax and VAT returns.

Further, SATRA-I MAN PVT LTD shall employ qualified Engineers.

**11. Price Variation:**

Rates of Erection works and prices for Materials in SATRA-I MAN PVT LTD scope as mentioned in Annexure -I & II are firm and no price variation will be paid to SATRA-I MAN PVT LTD.

**12. Insurance:**

EAR policy is in the scope of TRK INFRA. However, SATRA-I MAN PVT LTD shall take relevant insurances for their Plant & machinery, vehicles and others (which are

not covered in the Storage cum Erection Policy to be taken by TRK INFRA) that are used in the execution of Contract.

Workmen Compensation policy is in the scope of SATRA-I MAN PVT LTD. TRK INFRA will take the WC policy in TRK INFRA name and cost of the same shall be debited to SATRA-I MAN PVT LTD's account and recover from their bills.

In case of any accidents and/or casualty, SATRA-I MAN PVT LTD shall meet the liability, expenses and Compensation to workers. TRK INFRA will inform and claim with the insurance company as per the information provided by SATRA-I MAN PVT LTD. However, SATRA-I MAN PVT LTD is responsible for filing FIR and further follow up with the Insurance Company till the claims are settled. NCC will pay the claim amounts to SATRA-I MAN PVT LTD on receipt of the same from Insurance Company.

### **13. Material Damage or Theft:**

Material damage during handling, transportation and erection shall be borne by SATRA-I MAN PVT LTD only. SATRA-I MAN PVT LTD is responsible for damage or theft of the material/equipment from the point of issue of material from TRK INFRA stores to the point of Handing over the utility to Employer. In case of any damage or theft of material, cost of the same shall be debited to SATRA-I MAN PVT LTD account.

SATRA-I MAN PVT LTD shall be responsible

- a. To make proper security arrangements to safe guard all the material A Equipment issued to him for erection.
- b. To Lodge FIR with Police Station for loss/damage of materials/equipment and to do further follow up, in case of any theft.
- c. To inform TRK INFRA immediately for loss/damage of material/equipment, if any TRK INFRA will inform and claim with the insurance company as per the information provided by SATRA-I MAN PVT LTD. However, SATRA-I MAN PVT LTD is responsible for further follow up with the Insurance Company till the claims are settled.

Cost of the material theft or damaged will be debited to SATRA-I MAN PVT LTD. TRK INFRA will pass on the claim amounts to SATRA-I MAN PVT LTD on receipt of the same from Insurance Company.

### **14. Quality:**

Quality of Erection works and Quality of material in the SATRA-I MAN PVT LTD scope is the responsibility of SATRA-I MAN PVT LTD. SATRA-I MAN PVT LTD shall submit their Quality check and Quality Control plan duly indicating procedures

and quality control measures, within 15 days of this work order. However, this shall not relieve SATRA-I MAN PVT LTD in any way their contractual responsibilities and obligations under the contract to maintain the quality.

TRK INFRA has right to conduct Quality control inspection/check. SATRA-I MAN PVT LTD shall immediately attend the rectification works for Quality problems, if any, noticed by Employer/TRK INFRA.

Penalties or deductions levied by Employer, if any, due to bad quality of works or due to defects in the material in SATRA-I MAN PVT LTD scope shall be borne by SATRA-I MAN PVT LTD.

#### **15. Taxes & Duties:**

Rates mentioned in Annexure - I & II are inclusive of all taxes and duties except Service Tax on Erection works. Service Tax will be reimbursed at actual on receiving the corresponding payments from Employer. SATRA-I MAN PVT LTD shall follow all the relevant procedure and maintain all the records as per statutory rules and submit the relevant supporting documents for reimbursement of taxes, as mentioned in the Main Contract Agreement. TRK INFRA will deduct VAT TDS from SATRA-I MAN PVT LTD bills and issue the TDS Certificate.

TRK INFRA will deduct Income tax at Source (ITDS) from SATRA-I MAN PVT LTD's bills at applicable rates from time to time. TRK INFRA will issue TDS certificate to SATRA-I MAN PVT LTD for the amounts so deducted.

#### **16. Payment Terms:**

##### **Supply of materials:**

1. 5% of the Contract price excluding taxes as Mobilization advance will be released immediately after site mobilization against B.G.
2. 65% of the cost of material received and erected in work- in- progress value will be released based on certification from TRK INFRA's authorized representative. However SATRA-I MAN PVT LTD shall submit the running bills to employer for the corresponding quantities, complete the recording of corresponding 'M' Book and certification of measurement of those bills be completed upto circle office within 30 days of taking over work- in - progress quantities.
3. 10% against receipt of operational acceptance certificate from the Employer
4. 15% against completion of material reconciliation and receiving the corresponding payment from Employer.
5. 5% on completion of DLP or will be released on receiving Handing over certificate and against submission of B.G valid till the end of completion of DLP.

**Erection works:**

1. 10% of the Contract price excluding taxes, as Mobilization advance against B.G. Payment will be released after site mobilization and on start of the works as per milestones.
2. 60% of the work-in-progress value will be released based on certification from TRK INFRA's authorized representative. However SATRA-I MAN PVT LTD shall submit the running bills to employer for the corresponding quantities, complete the recording of corresponding 'M' Book and certification of measurement of those bills be completed upto circle office within 30 days of taking over work in progress quantities.
3. 10% against receipt of operational acceptance certificate from the Employer.
4. 15% against completion of material reconciliation and receiving the corresponding payment from Employer.
5. 5% on completion of DLP or will be released on receiving Handing over certificate and against submission of B.G valid till the end of completion of DLP.

All Payments will be released subject to deduction of Income Tax at source applicable from time to time.

**17. Safety:**

SATRA-I MAN PVT LTD is solely responsible for safety of Workmen employed in the project and safety of Third parties. SATRA-I MAN PVT LTD shall follow the latest safety codes & procedures and shall update the safety procedures from time to time. SATRA-I MAN PVT LTD shall follow the instructions of TRK INFRA regarding safety. In case of any major/minor accidents SATRA-I MAN PVT LTD shall be responsible for payment of compensation to the victims or legal heirs of victim.

**18. Indemnity Bond:**

SATRA-I MAN PVT LTD as a custodian of all materials (Supplied by both Employer & TRK INFRA) issued to SATRA-I MAN PVT LTD, shall execute an indemnity bond for the value of the materials, in the proforma to be furnished by TRK INFRA indemnifying TRK INFRA against any loss or damages of material. This indemnity Bond shall be valid till the date of testing, commissioning and handing over of the works and balance materials to EMPLOYER.

Further SATRA-I MAN PVT LTD shall provide an undated crossed Cheque(s) in favour of TRK INFRA for Rs 5 Lakhs till the completion of their total scope of work, handing over of the works to Employer, completion of material reconciliation and physical handing over of balance material to TRK INFRA

**19. Erection program and progress Report:**

SATRA-I MAN PVT LTD shall submit a detailed erection programme for the entire project in line with the milestones given in the Main Contract agreement within 15 days of this work order. SATRA-I MAN PVT LTD shall submit monthly progress report in triplicate to TRK INFRA, regularly.

SATRA-I MAN PVT LTD shall conduct a review meeting at project site with TRK INFRA project incharge/coordinator every fortnight and copy of the minutes shall be submitted to TRK INFRA division office.

SATRA-I MAN PVT LTD and TRK INFRA shall conduct a review meeting for every 15 days at TRK INFRA division office to review on the work progress, mile stones, procurement of materials, quality, safety, action plan and other relevant issues. Mr.P.Surendra Babu is the Coordinator of this project from TRK INFRA side and SATRA-I MAN PVT LTD may coordinate with him for all regular matters.

**20. Erection bill Quantity:**

SATRA-I MAN PVT LTD's Erection qtys will be considered based on TRK INFRA's R.A bill qtys approved by the Employer. However material reconciliation will be made on actual Erection qty only.

**21. Additional works and/or quantities and Extra items:**

SATRA-I MAN PVT LTD shall inform TRK INFRA, before start of such works, for any additional works, and /or for the quantities beyond BOQ. Rates for such additional quantities will be decided by TRK INFRA from time to time.

**22. Releasing of Work fronts:**

TRK INFRA reserves the right to release the work fronts to SATRA-I MAN PVT LTD for erection works. SATRA-I MAN PVT LTD shall strictly adhere to the work fronts released by TRK INFRA and material issued for one work front shall not be utilized for another work front without TRK INFRA's written permission. Materials shall be issued work front wise and SATRA-I MAN PVT LTD shall mobilize man power and plan their erection in the same lines. Material reconciliation shall be made work front wise. TRK INFRA's Project Incharge will decide and release the work fronts in phased manner in consultation with Project Coordinator and Vice President -Elec, based on the Survey reports, Client milestones and R.A.Bills.

Progress on work fronts released previously shall either be completed or shall have substantial progress for releasing of further work fronts.

**23. Claims:**

In the event of Employer raising any claims on TRK INFRA for non-performance and/or non-compliance of SATRA-I MAN PVT LTD as per the specification and

milestones mentioned in the Main Contract Agreement, SATRA-I MAN PVT LTD shall keep TRK INFRA indemnified against all costs, Expenses and consequences arising there from and compensate TRK INFRA fully.

**24. Secrecy:**

SATRA-I MAN PVT LTD shall not disclose, divulge, publish or cause to be published by any means whatsoever, the details concerning this order or the goods covered therein, to the third party without written approval of TRK INFRA.

**25. Handing Over:** The finished product / system have to be handed over directly to the client. TRK INFRA will co-ordinate and assist to hand over the same.

**26. Prevalence:**

Tender conditions and conditions of Main Contract Agreement entered into by TRK INFRA with the Employer are part and parcel of this agreement and will be binding on the parties for their respective scope and share of the project.

In case the Employer terminates or put it on hold the Contract between the TRK INFRA and Employer, SATRA-I MAN PVT LTD shall not put any extra claim other than permitted in the Contract Agreement with the Employer. SATRA-I MAN PVT LTD will get compensation only when TRK INFRA gets corresponding compensation for such period from Employer. In the event the Employer resumes the Project subsequently, SATRA-I MAN PVT LTD shall continue to provide their services as per their scope without any additional claim.

**27. Severability:**

In the event of any provision, clause hereof or the application thereof in any circumstances is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof.

**28. Arbitration:**

All disputes or differences whatsoever arising between TRK INFRA and SATRA-I MAN PVT LTD out of or relating to the construction, meaning and operation or effect of this order, or any breach thereof, shall be settled amicably, failing which, it shall be settled as per the provisions of the Indian Arbitration Act 1940. The Venue of arbitration shall be Hyderabad, Andhra Pradesh.

Any cases of civil or criminal nature on account of this contract will be under the courts of Hyderabad Jurisdiction.

**TRK Immortal Infratech India Pvt Ltd**  
MPMKWCL-Bhopal - FSP - Shivpuri  
ABSTRACT

<b>S.No.</b>	<b>Description</b>	<b>Sub-Contractor Amount</b>
1	Supply as per Annexure-I	1141250
2	Erection as per Annexure-II	2566822
	<b>Total</b>	<b>3708142</b>