

## MEGHA INFRA PROJECTS.

# COMPANY PROFILE

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Door No: 54-11-49/7, Flat no: 301,  
Nuelite apartments, APGOS colony,  
Isakathota, Visakhapatnam-530022.  
Phone: 9705367888,0891-3504107  
Email: [meghainfraprojects@gmail.com](mailto:meghainfraprojects@gmail.com)

**1. Company detail**

Name of Company	MEGHA INFRA PROJECTS		
Postal Address	Door No: 54-11-49/7, Flat no: 301,		
Location	Nuelite apartments, APGOS colony, isakathota, Visakhapatnam.		
Telephone No.	9705367888.	Fax No.	
Email:	<a href="mailto:meghainfraprojects@gmail.com">meghainfraprojects@gmail.com</a>		
Address	Door No: 54-11-49/7, Flat no: 301, Nuelite apartments, APGOS colony, isakathota, Visakhapatnam. 530022.		
Phone No			
Firm Registration	229-2014		
Place of Registration	Visakhapatnam.		
Registered Address	Nuelite apartments, APGOS colony, isakathota, Visakhapatnam.		
Pan No:	AAAYFM3338D		
GST:	37AAAYFM3338D1ZY		

**Resources: Personnel**

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1. Number of Staff: 39      Technical: 16      Administrative: 23

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**2. Partnership Firm.**

Name	Qualification	Position	Years of Experience (general)	Years of Experience in the company/ Construction
D.V.BHASKARA RAJU	Industrial Production Engineer.	Managing Partner-1	27 years	21 years
D.V.S.S.N. RAJU		Managing Partner-2	26years	20 years

### 3. Available Machinery details

Sno	Description of machines	Total number of equipments	Owned	Hired
1	Ex200	12	6	6
2	Ex200 rock breaker	4	2	2
3	Tippers (10 tier)	30	8	22
4	Dozzer	4	1	3
5	Vibromax Roller	2	1	1
6	EX 70 HITACHI MAKE	1	1	0
7	MAHINDRA TRACTORS	4	4	0
8	Grader 12 ft.	2	0	2
9	WATER TANKER	2	2	0

## Project Details

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### A. Detailed Construction History.

1. Reformation of the rock bund with armor stones over the existing rock bund near the western end of the VCTPL jetty at Visakhapatnam.

**Value of work:** 2.16 Cr, **Client:** VCTPL, **Location:** Visakhapatnam.

**Work Description:** Formation of Rock bund by placing armor stones of minimum 1.5 Mt by placing one by one with the means of heavy equipment to form the rock bund.

2. Strengthening of railway corridor road from R&D yard to elur canal bridge near pharmacist via desapatrunpalim and railway crossing station of simhadri, NTPC ltd.

**Value of Work:** 11.49 Cr, **Client:** NTPC, **Location:** Visakhapatnam.

**Work Description:** Formation of BT road near crossing station of simhadri, NTPC ltd. Cleaning of Jungle, Excavation and filling for leveling and laying of GSB, WMM and Forming BT.

3. Restoration of Damaged kanithi balancing Reservoir of Visakhapatnam steel plant of Visakhapatnam dst, caused due to HUD HUD cyclone.

**Value of work:** 20 Cr, **Client:** GVN Infrastructures Pvt. Ltd, **Location:** Visakhapatnam.

**Work Description:** Construction of Revetment by carrying of stone from rock quarry to steel plant site for construction purpose, and Road formation on the Bund.

4. **Restoration of Damaged kanithi balancing Reservoir of Visakhapatnam steel plant of Visakhapatnam dst, caused due to HUD HUD cyclone.**

**Value of work:** 15 Cr, **Client:** NVSR Constructions, **Location:** Visakhapatnam.

**Work Description:** Construction of Revetment by carrying of stone from rock quarry to steel plant site for construction purpose, and Road formation on the Bund.

5. **Miscellaneous civil works at Visakha Container Terminal**

**Value of work:** 1.5 Cr, **Client:** VCTPL-CFS, **Location:** Visakhapatnam.

**Work Description:** Strengthen of bulk yard, Excavation of soil, compaction, Laying of DLC, and laying of Inter locking tiles over sand bed.

6. **Miscellaneous civil works at Visakha Container Terminal**

**Value of work:** 32Lakha, **Client:** VCTPL-CFS, **Location:** Visakhapatnam.

7. **Name of the Work: Formation of Internal Roads including CD works, Storm Water Drains in Phase –I area of IT Park, Kapuluppada (V), Bheemunipatnam (M), Visakhapatnam Dist**

**Value of work:** 32.82 Cr, **Client:** SVSMC Projects Pvt. Ltd, **Location:** Visakhapatnam.

**Work Description:** Cleaning of Jungle over the hill area, Excavation of Rock using blasting for formation of Road on hill top. And stacking of the rock material at stack area near to the site provided.

8. **Name of Work: Early Works package of Construction of Boundary wall, area grading, Road formation and CC roads, Box culverts, Pipe culverts, etc,**

**Value of Work:** 13.34 Cr,

**Client:** Saint-Gobain Pvt Ltd,

**Location:** Atchutapuram, Visakhapatnam.

**Work Description:** Construction of Boundary wall, area grading, Road formation and CC roads, Box culverts, Pipe culverts, etc,

## **B. Projects in Progress:**

1. **Name of Work: Supply of Reclamation material at VCTPL Terminal-2 and Construction of compound wall.**

**Value of Work:** 12.57 Cr.

**Client:** VCTPL, Visakhapatnam,

**Location:** Port area, Visakhapatnam,

**Work Description:** Excavation and transportation of reclamation material from source site location and formation of yard for GSB laying, Construction of Compound wall.

2. **Name of work:** Main Yard Development & allied Works at VCTPL's Container Terminal Extension project.

**Value of Work:** 42.79 Cr.

**Client:** VCTPL, Visakhapatnam,

**Location:** Port area, Visakhapatnam,

**Work Description:** Development of Main yard Pavement which includes Civil works like dressing of subgrade, GSB, DLC laying and Kerb stone for VCTPL's Container Terminal Extension Project at Visakhapatnam Port.

**C. Projects Similar in Nature**

We undertake all construction of industrial buildings, roads & Bridges, Reservoir construction, Embankment, casing, etc.

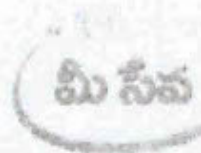
Name, address and contract details of Bankers from whom reference can be obtained:

Name of bank	Address	Telephone/Fax
UNION BANK OF INDIA	Seethammadhara Branch	Ph: 0891-2542603 Fx:

**D. ADVERSE LITIGATION**

We solemnly declare that we do not have any current court proceeding or litigation or anything known to us past or current that may affect our current financial situation and company's position in completing the contract.

meeseva



00EE20870221

GOVERNMENT OF ANDHRA PRADESH  
REGISTRATION AND STAMPS DEPARTMENT  
THE REGISTRAR OF FIRMS  
Visakhapatnam

### Acknowledgement of Registration of Firm

The Registrar of Firms, Visakhapatnam hereby acknowledges the receipt of the statement prescribed by section 58(1) of the Indian Partnership Act. 1932.

The statement has been filed and the name of the firm M/S MEGHA INFRA PROJECTS , has been entered in the Register of Firms as No. 229 of 2014 at VISAKHAPATNAM



Visakhapatnam

REGISTRAR OF FIRMS

Signature valid

Digitally signed by  
R DAMODARA  
RAO  
Date: 2014.03.06  
11:34:41 IST

Date : 06 March 2014

Note: This is a Digitally Signed Certificate, does not require physical signature. This certificate can be verified at <http://www.meeseva.gov.in/> by furnishing the application number mentioned in the Certificate



PROVIDENT FUND CODE NUMBER INTIMATION LETTER

Validity of this letter is of three wage months from date of issue. Based on remittance, inspection and submission of all documents, certificate of coverage will be made available in ECR Logo.

No: 137013003401VSP

Date: 28-05-2015

To,

Mr. YUVAK BHASKARA RAJU DAMODI  
MG PARTNER  
MEGHA INFRA PROJECTS  
54-11-497 LLAT NO-301, NU ELITE APARTMENT,APDCS COLONY,  
VISAKHAPATNAM,  
ANDHRA PRADESH - 530022

Sub: Allotment of Code Number to establishment M/s MEGHA INFRA PROJECTS under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 regarding

Sir,

Based on the information submitted online by you, your establishment is registered with Employees' Provident Fund Organisation with the following code number

Code Number: GRVSP1318452

This code number is allotted based on the following particulars by you:

1. Name of Establishment: MEGHA INFRA PROJECTS
2. PAN of establishment: AAYFM3338D
3. Date on which employment strength crossed 10: 28-03-2014
4. Section under which covered: 0001(FSS)
5. Primary Activity: ESTABLISHMENTS ENGAGED IN CLEANING, SWEEPING SERVICES
6. Ownership Type: PARTNERSHIP FIRMS
7. The address proof of the establishment is 1. copy of bank passbook/statement
8. The proof of date of set up: 11-09-2014 is Others.
9. As at the time of application, your establishment is having the following licenses and registrations:

S.No	TYPE	NUMBER	DATE	ISSUED BY	ISSUED AT PLACE
1	Central Excise	AAYFM3338D001	28-04-2014	SUPERINTENDENT OF CENTRAL EXCISE	VISAKHAPATNAM

10. As on date of your application, your establishment is registered with ESIC with code number: 70000517470001001

Please take a print-out of this intimation letter and Form 5A generated along with and submit a copy of the same together with the application form generated with the acknowledgment at the time of online submission, copies of all documents declared in the application form and attested specimen signature of the employer/authorized officer of your establishment, to the following Office of EPFO where all services related to your establishment shall continue to be attended to:

303B REGIONAL OFFICE  
VISAKHAPATNAM  
Door No: 58-14-66, Municipality UDA Layout, NAD Post, 530005  
303b.vsp@epfindia.gov.in

Please note that this intimation letter is generated with the Owner's Details in Form 5A and the intimated letter will be valid only if the Form 5A is enclosed.

Important Information:

Application Number: 1370130034  
Code Number: GRVSP1318452

FOR MEGHA INFRA PROJECTS

*D.V. Bhaskara Raju*

(D.V. Bhaskara Raju)  
Managing Partner



Sub-Regional Office  
EMPLOYEES' STATE INSURANCE CORPORATION  
No. 58-14-57/4, Mampalem VJDA Layout, NH-5 Road, NAD  
(Post), VISAKHAPATNAM-530009

C-11 Regd with a d

To  
M/s MEGHA INFRA PROJECTS  
54-11-49/7, FLAT NO 301  
NU ELITE APARTMENT, APGO'S COLONY  
SUNATHOTA, 530022

Dated: 4/15/2015

**Sub : Implementation of the E.S.I. act, 1948 and Registration of Employees of the Factories and Establishments under Section 1(3)/1(5) of the ESI Act, as amended.**

Dear Sir(s),

1. It is informed that under section 1(3) of the ESI Act, 1948 is applicable to all factories covered under the Act within the area where your factory is situated.
2. It is further informed that the appropriate Government has extended the provisions of the Act to other establishments Under Section 1(5) of the Act in this area.
3. Under Section 2 A of the Act such a factory/establishment is required to register itself under the Act and Chapter IV thereof casts a responsibility on the principal employer thereof to get his employees registered and pay contributions in respect of these employees covered under the Act.
4. On the basis of the particulars in respect of your factory/establishment submitted by you/ on the basis of the report of the inspection conducted by the Social Security Officer, who inspected your establishment on -15A-, your establishment falls within the purview of Section 1(5) of the Act with effect from 25/03/2015. In case however, subsequent facts reveal that your establishment was coverable from a date prior to the date mentioned above, you shall make yourself liable to comply with the provisions of the Act from such earlier date.
5. It is requested to take immediate steps for registration of your employees by submitting declaration forms online, payment of contribution, maintenance of records etc. from the date of coverage of your factory/establishment under the act.
6. You are also requested to submit employer's registration form (form D1) on line, as required under the provisions of sec.2-A of the ESI Act, 1948 read with regulation 10-B of the ESI(General), Regulations, 1950 (only in case your Code No. is allotted as a result of Survey by a Social Security Officer of ESI Corporation).

PH - DB 23/5/15

P



# CENTRAL BOARD OF EXCISE AND CUSTOMS

Ministry of Finance - Department of Revenue



## FORM ST-2

Shri/Ms. MEGHA INFRA PROJECTS, 54-11-49/7, FLAT No.301, NU ELITE APARTMENTS, APGO'S COLONY, ISUKATHOTA, VISAKHAPATNAM 530022 having undertaken to comply with the conditions prescribed in Chapter V of the Finance Act, 1994 read with the Service Tax Rules, 1994, and any orders issued thereunder is hereby certified to have been registered with the Central Excise Department. The Service Tax Code and other details are mentioned hereunder.

Name : MEGHA INFRA PROJECTS  
 Address : 54-11-49/7 FLAT No.301, NU ELITE APARTMENTS, APGO'S COLONY, ISUKATHOTA, VISAKHAPATNAM 530022  
 PAN No : AAYFM3338D  
 Name as in PAN : MEGHA INFRA PROJECTS  
 Nature of registration : Registration of a single premise  
 Service Tax Code(Registration Number) : AAYFM3338DSD001  
 Taxable services : Works contract service

**ADDRESS OF BUSINESS PREMISES**

Name Of Premises/Building : 54-11-49/7  
 Road / Street / Lane : NU ELITE APARTMENTS  
 Block / Taluk / Sub-Division / Town : ISUKATHOTA  
 City / District : VISAKHAPATNAM  
 PIN : 530022  
 Phone Number-1 :  
 Fax Number 2 :  
 Premises Code : 380103A002

Flat / Door / Block No : FLAT No.301  
 Village / Area / Lane : APGO'S COLONY  
 Post Office : ISUKATHOTA  
 State / Union Territory : ANDHRA PRADESH  
 Phone Number-1 : 9705367866  
 Fax Number-1 :  
 Email Address : dvbraju@yahoo.com

Sl No	Types of Services	Accounting Codes		
		Tax Collection	Other Receipts (Interest)	Penalties
1	Works contract service	00440410	00440411	00441457

**CESSES**

1	EDUCATION CESS	00440298	00440299	00441458
2	SECONDARY AND HIGHER EDUCATION CESS	00440426	00440427	00441457

**Note :**

- In case the registrant starts providing any other taxable service (other than those mentioned above), he shall intimate the department.
- In case the registrant starts billing from other premises (other than those mentioned above), he shall intimate the department.
- These intimations and any other information which registrant wishes to bring to the notice of the department can be submitted on-line by the registrant after logging on to web-site.
- This registration certificate is not transferable.
- List of Accounting Codes is Enclosed. These may invariably be furnished in the challan at the time of making payment of service tax.



Date of Issue of Original ST-2 : 28/04/2014

Name and Signature of Central Excise Officer  
**E.A. COOPER**  
 Superintendent of Central Excise  
 Division - I (Service Tax)  
 VISAKHAPATNAM-1

Page 1 of 2

आयकर विभाग  
INCOME TAX DEPARTMENT  
MEGHA INFRA PROJECTS

भारत सरकार  
GOVT OF INDIA

इस कार्य को अर्थ, वित्त एवं पर्यटन विभाग, भारत सरकार के अधीन  
आयकर विभाग द्वारा प्रशासित किया जा रहा है।  
उपरोक्त विभाग के अधिकार क्षेत्र में आने वाले सभी मामलों में  
सहायता के लिए कृपया संपर्क करें।  
दूर - 011-2321 8000

06/02/2014

AAJFM3338D

If this card is lost / someone's else used to please  
please inform / return to:  
Income Tax PAN Services Unit, NSIT,  
5B Block, Market Street,  
Plot No. 54, Survey No. 897G,  
Model Colony, Near Durgam Chouk,  
Pune - 411 015  
Tel: 01-20-2721 8000, Fax: 01-20-2721 8001  
e-mail: nsuit@nsuit.gov.in



**GOVERNMENT OF ANDHRA PRADESH  
COMMERCIAL TAXES DEPARTMENT**

Form VAT 105

**VALUE ADDED TAX REGISTRATION CERTIFICATE**  
[See Rule 10 (a)]

I hereby certify that **MEGHA INFRA PROJECTS**

Whose place of business is situated at 54 11 49/7, FLAT NO 301, NUELITE APARTMENTS, APGOS COLONY ISUKATHOTA, VISAKHAPATNAM, ANDHRA PRADESH, 530022 is registered with VAT Registration Number with effect from 1 September 2014 pursuant to and in accordance with the APVAT Act, 2005

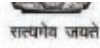
The additional place of business/branch/godown is situated at: NIL  
Given under my hand at Thursday 11 September 2014  
Your local Tax office is: DWARAKANAGAR Circle in VISAKHAPATNAM Division

TIN 3 7 7 1 1 8 8 8 2 1 2

*S. Lakshmi B.*  
VAT REGISTERING AUTHORITY  
Asst. Commercial Tax Officer - III  
Dwarakanagar Circle  
Visakhapatnam

To: MEGHA INFRA PROJECTS  
54 11 49/7, FLAT NO 301, NUELITE APARTMENTS, APGOS COLONY ISUKATHOTA, VISAKHAPATNAM, ANDHRA PRADESH, 530022

- NOTE:
1. The above Tax Payer Identification Number (TIN) must appear on all Your Tax Invoices / invoices. Correspondence with the C. T Department, Your Tax returns
  2. You must conspicuously display this certificate in your business premises
  3. Separate Copy of Certificate for each additional place of \*business/branch/godown is enclosed



**Government of India  
And  
Government of Andhra Pradesh  
Form GST REG-25**

**Certificate of Provisional Registration**

1.	GSTIN	37AAYFM3338D1ZY
2.	PAN	AAYFM3338D
3.	Legal Name	MEGHA INFRA PROJECTS
4.	Trade Name	MEGHA INFRA PROJECTS
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	TIN under Value Added Tax	37711888212
Date	28/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

**Angelina Infratech Private Limited**

Unit No. 117, Plot No. H-6, 1st Floor,  
Jataji Subhash Place, Pitampura, Delhi-110034

Ref:AIPL/WO.NO.127/2016-2017  
Date: 10.02.2017

M/s. MEGHA INFRA PROJECTS  
54-11-49, Flat No. 301, Nuelite Apartments,  
Appos Colony, Esakathota,  
Visakhapatnam – 530022

Attn: Mr. D.Vijaya Bhaskara Raju – Managing Partner

**Sub.: Work Order for Various Miscellaneous Civil Works at Visakha Container Terminal – Container Freight Station at Visakhapatnam, being issued by Angelina Infratech Pvt. Ltd. ("Service Receiver") hereinafter referred to as ("Work Order")**

Dear Sir,

This has reference to your quotation for the captioned work and subsequent discussion Client had with you. Client is pleased to award Work order for the above said works for VCT CFS for a gross amount of **Rs. 49,99,508/- (Rupees Forty Nine Lakh Ninety Nine Thousand Five Hundred and Eight only)** inclusive of all applicable taxes except service tax which shall be paid extra as actual. Project duration shall be (1) one months from the date of issuance of this order.

You are requested to immediately mobilize manpower, machinery and material as per agreed terms and conditions and start the work. You are also requested to submit the methodology for all concerned work and detail program for execution of work.

Thanking you,

Yours faithfully  
For ANGELINA INFRATECH PVT. LTD.



Authorized Signatory

**ACKNOWLEDGMENT AND ACCEPTANCE:**

Read and accepted the work order including the terms and conditions mentioned therein

For and on behalf of M/s MEGHA INFRA PROJECTS

Signature:



Designation: Managing Partner

Name: D. Vijaya Bhaskara Raju Date:

**Angelina Infratech Private Limited**

Unit No. 117, Plot No. H-6, 1st Floor,  
 Netaji Subhash Place, Prampura, Durg-110004

**WARE HOUSE AREA =1271 SqM**

S. NO.	DESCRIPTION	UOM	RATE	AREA	VOLUME	AMOUNT	REMARKS
1	Dismantling of concrete and shifting the debris to allocated location (600M) including all acids and lifts complete as directed by Engineer-in-Charge. [Measurement shall be taken as per JMR in CUM]	LS	516	1461		654059	
2	<b>EXCAVATION &amp; SURFACE PREPARATION</b> Earth work in excavation over areas (excavating 30 cm in depth 1.5 Mtr in width as well as 10 Sqm on plan) in specified type of soil by Mechanical means for foundations/retentions/anchors/reservoirs, etc. including dressing of sides and disposing surplus earth as directed by Engineer-in-Charge or stacking at site including preservation of top 300mm thick soil layer etc. - the rate includes surface preparation, for the soil base with passing efforts to attain 98% compaction @ 500sqm/lot at least 3 test of CBR as per LS specification and complete per instruction of Engineer in-Charge	CUM	110	1271	381.3	41843	
3	Providing and construction of Cement Treated Base/Cement Bound Granular Material Base of Grade M10 as per Technical Specification. Concrete strength not to be less than 10 MPa at 28days, loading materials in batch mix plant by F.E. Loader, mixed in a batching plant at 40 Cum/20min. 2) transported to site in skips and placing, laying, spreading, by dozing / grader to the required grade, level and alignment, compacting with 8-10 tonnes vibratory roller, finishing and curing including cost of all materials, labour, load and lift, hire charges of machinery etc., complete as directed by Engineer-in-Charge	CUM	4400	1271	381.3	1677720	
4	Providing and Construction of dry lean cement concrete Sub-base over a prepared sub-grade with coarse and fine aggregate conforming to IS- 385, the size of coarse aggregate 25 mm & 12.5 mm Gantt/Bassal/75mp metal & clean silted approved sand, after blending to be as per table 300-1 (MORTH Specifications), cement content at 100g cum optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 MPa at 28days. Loading materials to batch mix plant by F.E. Loader, mixed in a batching plant at 40 Cum/hr (min.) transported to site in skips and placing, laying, spreading, by dozing / grader to the required grade, level and alignment, compacting with 8-10 tonnes vibratory roller, finishing and curing including cost of all materials, labour, load and lift, hire charges of machinery etc., complete as directed by Engineer-in-Charge	CUM	4500	1271	251.2	1144800	
5	Providing & laying heavy duty precast concrete paving blocks of 200mm thick on compacted sub-base of nominal thickness 300mm, filling the joints with setting sand layer. The rate shall include all materials, labour, transportation, taxes, layer of geotextile at edges as shown in drawing, cutting of blocks for edges by mechanical means, specially prepared edge blocks, etc. complete as directed by Engineer-in-Charge	SCH LS	880	1461	1461	1457380	
6	a) V40 grade pavers					30000	
7	Rearranging alignment of the existing drain covers as directed by Engineer-in-Charge					49,99,608	
<b>Total(A):</b>						₹ 2,99,970	
<b>Taxes</b>						₹ 2,99,970	
<b>Add 6% for Service tax</b>						₹ 2,99,970	
<b>Total (B)</b>						₹ 22,99,478	



WORK ORDER

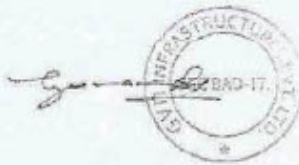
TO		
MEGHA INFRA PROJECTS D.No:54-11-49,Flat No:301, Nuelite Appartments, APGOS Colony,Esakathota, Vishkapatnam-53003. Email:meghainfraprojects@gmail.com	Our WO No.	GVN/HYD/15-16/WO/KBR
	Date :	29-04-2016
	Your Qtn No.	NILL
	Date :	29-04-2016

Dear Sir,

Further to the discussions you had with us,we have accepted your quation and we are pleased to place our work oder Subcontract.back to back basis as detailed below:

S.N	Description	Amount
1	KBR -Vizag Steel Plant -:Restoration of Damged KBR of Vizag Steel Plant caused due to HUD HUD Cyclone.	Approximately Rs.20.00 Crores.

Contd...2



CIN # U45200AP2013PTC087186

Regd. Office : # 12-13-416/3, Street No. 1, Tarnaka, Secunderabad - 500 017. Telangana. INDIA.

Telephone / Fax : 040 - 27007555 E-mail : gvnipl@gmail.com


**Terms & Condaton**

Time Period	:	you have to Execute the above work within the agreement Period.
Taxes & Other levies	:	As recovered by the empoler.
Income tax	:	Income Tax will be recovered at source from all payments made to you as per the Incomet Tax ACT at prevailing rates. Acopy of you Pan Card must be submitted to enable us to issue a Declatation in Form No.16 for deduction of Income tax.
Payment	:	Payemnts will be made by Account payee Cheques/ Demand Drafts against submission of your bill,duly certified by our site incharge.
Accommodation	:	you have to make your own arrangements for accomodating your staff/labour near to the work site.
Others	:	All local problems are to be sorted out by you only.
Statutory Requirements	:	You have to submit a copy of labour licence,Provident fund and any other applicable licenses to us
Termination	:	The subcontract work will be termintated when there is slow progressor inferior quality of work or when there is breach of contract.

Please return the duplicate copy to this work Order,duly signed by you in token of your acceptance.After your acceptance of a Sub-Contract agreement will be executed soon.

Thanking you.

yours faithfully  
for GVN Infrastructures Pvt. Ltd,

  
Managing Director



Accepted by  
Megha Infra Projcets

D.Vijaya Bhaskara Raju

CIN # U45200AP2013PTC087186

Regd. Office : # 12-13-416/3, Street No. 1, Tarnaka, Secunderabad - 500 017. Telangana. INDIA.

Telephone / Fax : 040 - 27007555 E-mail : gvnipl@gmail.com

Name of the work: Restoration of damaged Kaniti balancing Reservoir of Visakhapatnam Steel Plant of Visakhapatnam District caused due to HUD HUD cyclone

S. No	Quantity	Ref. Code	Description of item of work	Rate	Per	Amount (Rs)
PART - 1 from 0.000 km to 6.585 km peripheral of dam						
1	75000	IRR-PM W-1-1	Clearing thin jungle growth (more than 50 percent open space) including bushes up to 30 cm / parthenium and other weeds including burning or disposing off the same as directed etc., complete.	1.47	sqm	110250
2	200 No	IRR-PMW -1 3	Removing stumps, tree roots of bamboo clusters etc., up to 1.50m girth including excavation stacking the materials neatly and levelling the surface ect., Complete with Initial lead up to 50m and all lifts as directed by the engineer-in-charge	52.2	No	10440
3a)	36460.125 Cum	IRR-PM W-3-1	Removing dry stone rock toe/ rivetment and filter Layers below rock-toe/revetment including stacking all materials separately as directed with lead and all lifts and as directed by the Engineer-in-Charge for rip rap and rock - toe.	180.00	Cum	6562822
b)	25531.25 Cum		Rock toe at D/S of bund (0.000 km to 2.000 km)	180.00	Cum	4595625
4	8897 Cum	MORTH	Dismantling Stone Masonry- Rubble stone masonry in cement mortar for model walls and parapet wall etc., disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 1000 metres complete and as directed by the Engineer-in-charge	280.00	Cum	2491160
5	350 Rmt	MORTH	Dismantling of Guard Rails	85.50	Rmt	29925
6	57 No	MORTH	Removing of Telephone/Electrical Poles and Lines	198.00	Nos	11286

	260319 Cum	IRR-CAW-1-1	Earth Work excavation in all kinds of soil including boulders upto 0.3 m diameter for canal, -seating of embankment, filter drains / catch water drains etc., including dressing bed and sides to required level and profile, cost of all materials, machinery, labor, placing the excavated soil neatly in dump area or for the formation of service road / embankment as directed etc., complete with all leads and all lifts and for u/s slopes, for stripping under rock toe, toe drain, drainage etc., complete and as directed by Engineer-in-charge .	80.00	Cum	20825520
8	117470 Rmt	Misc. item No.1 of SOR-201 4-15 (modified)	Benching old embankment slopes (Miscellaneous items of materials not covered under irrigation basic data -common SOR 20M-15) for benching of U/S and D/S Slopes as directed by the Engineer-in-Charge (Modified)	9.90	Rmt	1162953
9	175151.6 Cum	IRR-CAW -2-6	Providing hearting/ casing embankment with homogeneous soil from approved borrow area from 8Km in layers of 25cm before compaction including cost of all materials, machinery,labour, all operations such as excavation, sorting out, transporting, spreading in layer of specified thickness,breaking clodssectioning,watering,compacting each layer to density control of not less than 98 percent or as stipulated by sheep foot roller/vibrator/ roller/5 to 10 tonne power roller etc., complete with lead all lift and is. Directed by Engineer-in-charge for formation of U/S slopes up to bottom level of filter media and as directed by the Engineer in Charge	220.00	Cum	38533352
10	81022 Cum	IRR-CAW -2-6	Providing hearting / casing embankment in layers of 25 cm before compaction including cost of all materials, machinery, labor, all operations such as excavation, sorting out, transporting, spreading in layer of specified thickness, breaking clods, sectioning, watering, compacting each layer to density control of not less than 98 percent or as stipulated by Sheepfoot roller / Vibratory roller/ 8 to 10 tone power roller etc., complete "or re use with excavated useful soil.	39.60	Cum	3208471

11	14355 Cum	IRR-DAW -2-5	Providing and laying insitu vibrated M-15 (28 days cubecompressive strength not less than 15 N/sq. mm) grade cementconcrete using 40 mm down size approved, dean, hard, gradedaggregates including cost of all materials, machinery, labour,formwork, centering. Scaffolding, cleaning, batching, mixing, placingin position, levelling, vibrating, finishing, curing etc., complete forplain concrete works with initial lead and all lifts, (cement content260 kg/ cum with use of super plasticizer ,C A:0.90 cum. Blendingratio of CA-50:30:20,FA:0.40 cum) for horizontal walls, modelwalls, parapet wall. Chute drains guard stones etc., as directed by Engineer-in-Charge	4900	Cum	70339500
12	40511 Sq.m	IRR-DAW -6-9	Providing and constructing 45 cm thick hand packed rough stone revetment with 65 to 75 cm long through stones at 1.50 m c / c over a backing of 60 cm thick graded filter media consisting of sand 10 mm and 40 mm size approved graded aggregates laid in layers of 20 cm thick each including cost of all materials, machinery, labor, laying to required slopes, wedging with chips, finishing etc. complete with lead and all lifts as directed by Engineer-in-charge with removed useful stone at site for rip rap on U/S slopes.	998.10	Sq.m	40434029
13	52165 Sq.m	IRR-DAW -6-9	Providing and constructing 45 cm thick hand packed rough stone revetment with 65 to 75 cm long through stones at 1.50 m c / c over a backing of 60 cm thick graded filter media consisting of sand 10 mm and-40 mm size approved graded aggregates laid in layers of 20 cm thick each including cost of all materials, machinery, labor, laying to required slopes, wedging with chips, finishing etc. complete with lead and all lifts as directed by Engineer-in-charge from borrow area including filter media for rip rap on U/S slopes.	1245.60	Sq.m	64976724

4	28025 Cum	IRR-CAW -5-3-A (New Item 3- 2011-12)	Providing and laying sand blanket below embankment including cost of all materials, machinery, labour, spreading to specifySickness etc., complete with initial Head up to 50M and all lifts for horizontal sand blanket behind rock toe.	1150.00	Cum	32228750
15	9875 Cum	IRR-CAW -5-4	Providing and constructing dry rubble rock-toe using rubble and stone chips from approved source including cost of all materials, machinery, labour, hand packing rubble and stone chips, finishing top and sides to required slopes etc., complete with initial leadunto 50 m and all lifts for dry rubble rock toe.	690.00	Cum	6813750
16	14299.29 cum	IRR-CAW -5-4	Providing and constructing dry rubble rock-toe using rubble andstone chips from approved source including cost of all materials,machinery, labor, hand packing rubble and stone chips, finishing top and sides to required slopes etc., complete with initial leadunto 50 m and all lifts for dry rubble rock toe with removed usefulrubble stone at site.	161.10	Cum	2303611
17	50059.8. Sqm	IRR-DAW -6-4	Providing and constructing graded filter media below and behind rock-toe consisting of 20 cm thick sand, 20 cm thick 20 mm size graded coarse aggregates satisfying filter criteria as per specifications including cost of all materials, labor, machinery, laying to required slope, compaction etc., complete with lead and lifts for filter media below and behind rock toe.	553.50	Sq.m	27708099
18	1900 Rmt	SI.No. 1 of PH SOR 2014.15	Manufacture, Supply and Delivery of RCC Plain ended Pipes ofNP2 class to the site of work confirming to 8.I.S. 458/2003, and laying in position etc., complete and as directed by the Engineer-in-Charge	391.50	Rmt.	743850

19	760 No.	SOR PH 2014-15	Manufacture, Supply and Delivery of RCC Collars conforming to B.I.S. 458/2003 (Rate per each collar) suitable for RCC plain ended pipes of 300mm dia including transportation complete and as directed by the Engineer-in-Charge.	91.80	1 no.	69768
20	760 Joints	IRR-CCD W -6-1	Laying and jointing 300mm dia NP2 class or IRC standard hume pipes in CM 1:2 proportion by Volume including cost of all materials (excluding pipes and collars) machinery, labor, aligning, packing, joints with hemp, finishing, curing etc., complete with lead upto 50 mtrs and all lifts as directed by the Engineer in-Charge.	342.00	Joint	259920
21	11077 Sqm	IRR-CA W-8-2-A (New Items 2011-12)	Providing and constructing 225 mm thick dry rubble stone pitching for drains including cost of all materials, labour, hand packing, finishing etc., complete ( rubble stones : 0.2475 cum/sqm)	213.30	sqm	2362724
22	24510 Cum	IRR-CA W-1	Supplying the cohesive soil from the local area and transporting to the site of work with a lead of 2 kms and dumping on the D/S slope above casing soil and spreading and levelling the soil on the d/s of the bund etc. .Complete for Cohesive coveron over the casing soil for turfing.With excavated useful soil.	99.90	Cum	2448549
23	81700 Sqm	IRR-CA W-8-14	Providing 10 cm thick approved type grass turfing to the D/sslopes of the bund including cost of all materials, labor, watering for minimum 15 days complete with leads and all lifts (without losing sand) and as directed at the Engineer-in-Charge for turfing.	68.40	sqm	5588280
<b>Part-II Central Dyke</b>						
24	4685 Cum	IRR-PM W-3-1	Removing dry stone rock - toe/ revetment and filter layers below rock-toe/revetment including stacking all materials separately as directed with lead and all lifts and as directed by the Engineer-in-Charge	180.00	Cum	843300

25	4200 Cum	IRR-CA W-2-6	Providing hearting/ casing embankment with homogeneous soil from approved borrow area from 8 KM in layers of 25cm before compaction including cost of all materials. Machinery, labor, all operations such as excavation, sorting out. Transporting, spreading in layer of specified thickness, breaking clods sectioning. Watering. compacting each layer to density control of not less than 98 percent or as stipulated by sheep foot roller/vibratory roller/8to10 tonne power roller etc., complete with lead oil lift and as directed by Engineer-in-charge for formation of slopes .	220.00	Cum	924000
26	284 Cum	IRR-DA W 2-5	Providing and laying insitu vibrated M-15 (28 days cube compressive strength not less than 15 N/sq mm) grade cement concrete using 40 mm down size approved, clean, hard, graded aggregates including cost of all materials, machinery, labor, form work. Centering. Scaffolding, cleaning, batching, mixing, placing in position, levelling, vibrating, finishing, curing etc., complete for plain concrete works with initial lead and all lifts, (cement content : 260 kg/ cum with use of super plasticizer ,C A:0.90 cum, blending ratio of CA-5O:30:20,FA:0.40cum) for horizontal walls, model walls parapet wall. Chute drains guard stones etc., asdirectd by Engineer-in-Charge.	4900	Cum	1391600
27	10410 Sqm	IRR-OA W-6-9	Providing and constructing 45 cm thick Hand packed riprap using rough stone for revetment brought from borrow area with 65 to 75 cm long through stones at 1.50 m c/c over a backing of 60 cm thick graded filter media consisting of sand,20mm and 40mm size approved graded aggregates laid in layers of 20cm thick each including cost of all materials, machinery, labour, laying to required slopes, wedging with chips, finishing etc., complete with lead and all lifts as directed by Engineer-in-charge from borrow area including filter media for rip rap of central dyke .	1245.60	sqm	12966696

	10410 Sqm	IRR-OA W-6-9	providing and constructing 45 cm thick Hand packed riprap using rough stone for revetment using removed useful stone with S to 75 cm long through stones at 1.50 m c/c over a backing of thick graded filter media consisting of sand, 20mm and "40mm size approved graded aggregates laid in layers of 20cm thick including cost of all materials, machinery, labor, laying to required slopes, wedging with chips, finishing etc., complete with lead and all lifts as directed by Engineer-in-charge with removed useful stone for rip rap of central dyke.	998.10	sqm	10390221
			PART-II TOTAL			
			PART-III ROAD ITEMS			
29		Page 67 of MoRT & H SOB	Scarifying the existing granular surface to a depth of 50 mm by Manual Means including all labour charges etc., complete as-per directed by the Engineer-in-Charge.			
	10625 Sqm		For Central Dyke and approach to canal	12.60	sqm	133875
30		Page 95 of MoRT & H SDB	Construction of Granular Sub -base by providing HBT material conforming to Grading-III of Mort & H 400.2 including cost and conveyance of all materials to work site and spreading in uniform layers with motor grader or by approved means, on prepared surface mixing by mix in place method with Rotavator / approved means at OMC and compacting with vibratory roller to achieve the desired density etc., complete for finished item of work as per Mort &H Specification 401(4th Revision) and as directed by the Engineer-in-Charge.			
	1350 Cum		From Km.0.800 to Km.1.800 for Dam	1100.70	Cum	1485945

31		Page 110, 111 of MoRT & H SDB	Providing, Laying, Spreading and compacting graded HBT crushed stone aggregate to Wet Mix macadam specification including cost of all materials and including premising the material with wate at OMC in Mechanical Mix plant carriage of mixed material by tripper to site, laying in uniform layers with paver in base courses on well prepared surface and compacting with vibratory roller to achieve the desired denidity etc., as directed by the Engineer-in-Charge and as per MOrt & H Speficiation.406 (4th Revision) for finished item of work			
	1125 Cum		From. Km.0.800 to Km.l.800 for Dam	1641.60	Cum	1846800
32		Page 141. 142 of MoRT & H SDB	Providing and laying surface dressing in single coat using 6mm nominal size IRC HBT machine crushed-stone aggregates @0.004 Cum/Sqm on a layer of bitumen binder of 80/100 grade (5)0.75 Kg/Sqm including cost and conveyance of all materials to work site and laid on prepared surface and roiling with 8-10 T Power Road Roller etc., complete for finished item of work as per Mort & H Specification 510 (4th Revision) and as directed by the Engineer-in-Charge			
	6375 Sqm		From Km.O.800 to Km.1.800 for Dam	40.50	sqm	258187
33		Page 124 of MoRT&H SDB	providing and applying tack coat with bitumen emulsion (Medium setting) (Bulk) using Emulsion pressure distributor at the rate of 0.20 Kgs per Sqm on the prepared bituminous/granular surface leaned with mechanical broom for finished item of work as per MOrt & H Specification 503 (4th Revision) and as directed by the engineer-in-Charge			
	14875 Sqm		Total	9.90	Sqm	147262

		Page 135, 136, 137 of MORTH SDB	providing 25mm thick compacted semi-dense bituminous concrete by hot mix plant using hard blasted trap crushed aggregates of grading-2 as per table 500-15 of specification 508 of MORTH (4th revision) premixed with bituminous binder 60/70 grade @5% of filler, transporting the hot mix to work site, laying with mechanical paver finished to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compacting as per MORTH Specification 508 (4th Revision) complete for finished item of work in all respects as directed by the Engineer-in-Charge			
	106.25 Cum		From Km.0.800 to Km.1.800 for Dam	7265.7	Cum	771980
	212.5 Cum		For Central Dyke	7265.7	Cum	1543961
	53.125 Cum		approach road to canal	7265.7	Cum	385990
35		page 68, 69, of MORTH SDB	Construction of Gravel shoulders / gravel banking including cost and conveyance of all materials to work site and spreading in uniform layers by approved means, on prepared surface and compacting with vibratory roller to achieve 95% compaction at DMC etc., complete for finished item of work as per MORTH Specification 401 & 407 (4th Revision) and as directed by the engineer-in-Charge (Payment will be made based on levels for finished item of work)			
	650 Cum		From Km. 0800 to Km.1.800 for Dam	340.2	Cum	221130
	500 Cum		For Central Dyke	340.2	Cum	170100
	150 Cum		Approach road to canal	340.2	Cum	51030
			<b>Total</b>			<b>367351435</b>

(Rupees of thirty Six cores seventy three lacs fifty one thousand and four hundred thirty five only)

Ref: RVR/NTPC/Road work/WO/2015/02

Date: 09/04/15

To  
M/S MEGHA INFRA PROJECTS  
D.NO:54-11-49, FLAT NO: 301,  
NUELITE APPARTMENTS,  
APGOS COLONY, ESAKATHOTA,  
VISAKHAPATNAM-530022.  
Cell No: 9705367888.

E-mail: dvbraju9@yahoo.com

Kind Attention: Shri D Vijaya Bhaskara Raju

Dear Sir,

**Sub: Strengthening of Railway Corridor road from R&D Yard to Elur Canal Bridge near pharma city via Desapatrunipalem and Railway crossing station of Simhadri, NTPC Ltd.**

Ref your discussions on 13/03/15 during kick off meeting and further discussion on 09/04/15

This refers of discussions you have with RVR Projects Pvt. Ltd (herein referred as "RVR"), you have confirmed that you have visited the site, studied the site conditions, ascertained the requirements and agreed to all standard terms, conditions and rates for the subject work. Subsequently RVR is placing this Work Order (hereinafter referred as "WO") to you subject to the following terms and conditions:

1. M/S MEGHA INFRA PROJECTS shall carry out and execute the above referred work on behalf of M/S RVR Projects Pvt Ltd, strictly in accordance with the terms and conditions M/S MEGHA INFRA PROJECTS agree that time is the essence of the Contract Work, and Under takes to execute the work within the stipulated time without causing any delay what so ever while carrying out the work. In this connection the relevant clauses as applicable between the RVR and NTPC, the same clauses are applicable to M/S MEGHA INFRA PROJECTS.
2. M/S MEGHA INFRA PROJECTS under take to indemnify M/S RVR Projects in respect of all losses, damages, other losses suffered by them with regard to work under taken by them and for any:
  - a) Delay in completion of the work within the stipulated time.
  - b) Violation of conditions of contract if any as specified with above.



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3. M/S MEGHA INFRA PROJECTS Shall be over all responsible for all the works including supply, procurement of material, machinery, equipment and labour required for the work. Supervision of work, dealing with Client on behalf of M/S RVR Projects (Pvt) Ltd, taking the joint measurements of work done on the ground preparation and submission of Client's bill as per the break up to price given in page No 3/12 and 4/12 of NTPC PO No: 4000142998-025-1035 dated 08/04/15(Copy already handed over to you)with assistance of our Engineer Shri Vasudevarao.
4. **Terms of payment:** After passing the bill from the Client, M/S MEGHA INFRA PROJECTS will submit their bill for the same quantity of work done as per the rates given Annexure I attached with this work Order. Retention money as retained by the Client, the same will be retained by RVR and will be released on satisfactory completion of the work and on submission of final bill. Any other recoveries made by the Client due to bad workmanship or delay in completion of work or on any other ground will also be recovered from the bill. The net payment so arrived will be subjected to TDS as per existing government orders. The rates given in Annexure I are inclusive of all taxes/royalty etc except service tax. Service Tax @2.8% of the basic rates of Annexure I will be paid extra which in turn will be deposited by you to the Govt on behalf of RVR Projects and submit to the receipt before you apply for the next bill. However in case if there is any problem of acceptance in getting the reimbursement from the main Client ie NTPC Ltd, the same will be recovered from your bills/retention money
5. M/S MEGHA INFRA PROJECTS shall keep M/S RVR Projects (Pvt)Ltd informed the know how of things by sending Monthly Progress report and other reports as and when required by RVR Projects.
6. M/S MEGHA INFRA PROJECTS shall bring to the notice of RVR any other incident, unforeseen difficulties or complicated situations if any. And shall safe guard the good name of M/S RVR Projects (Pvt) Ltd.
7. M/S MEGHA INFRA PROJECTS shall have the right to interfere when a breach occurs in any of the clauses referred above or if M/S RVR considers that the progress of the work is not satisfactory.

Thanking you,

Yours faithfully,



Encl.: a) ANNEXURE-1

Accepted

(D Vijay Bhaskara Raju)  
Managing Partner  
M/S MEGHA INFRA PROJECTS

Scheduled (DSR-2013) Items		ANNEXURE I			
Sl. No.	Description	Unit	Quantity	Rate	Amount
1	10.1 Preparation and consolidation of subgrade with power road roller of 8 to 12 tone capacity after evacuation of earth to an average of 22.5cm depth dressing to surface and consolidating with road roller including making good the undulations etc. and re-rolling the subgrade and disposal of surplus earth upto 50mts	Sqm	42000	5.94	24,94,800.00
2	10.2 Scarifying finished (water-bound) road surface including disposal of rub-bits upto 50m and consolidation of aggregate received from scarifying with power road roller of 8 to 10 tone capacity	Sqm	30000	11.55	3,46,500.00
3	10.3.1 Supplying and stacking at site 90-55mm stone aggregate	Cum	4500	1374.45	6,15,225.00
4	10.3.2 Supplying and stacking at site 63-45mm stone aggregate	Cum	11950	1374.45	1,64,24,675.00
5	10.3.3 Supplying and stacking at site 55-22.4mm stone aggregate	Cum	10000	1380.25	1,38,02,250.00
6	10.3.6 Supplying and stacking at site stone screenings 15.2mm nominal size (Type-A)	Cum	2899	1079.93	3,12,790.00
7	10.3.7 Supplying and stacking at site stone screenings 11.2mm nominal size (Type-B)	Cum	4750	947.1	4,49,725.00
8	10.4 WDM	Cum	21500	404.25	8,691,375.00
9	10.4 Seal coat of proposed fine aggregate using 128kg of bitumen (grade 80/100) per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface	Sqm	52000	72.19	3,753,750.00
10	4.1 Providing and laying in position cement concrete of specified grade including the cost of centering and shuttering - All work upto plinth level				
	4.1.8 1:4:8 (Only cement will be issued free of cost at NTPC stores)	Cum	205	2789.33	5,77,990.28
11	5.1 Providing and laying in position specified grade of Reinforced cement concrete excluding the cost of centering and shuttering - All work upto plinth level				
	5.1.2 3:1:3	Cum	496	2708.48	13,43,403.60
12	5.9 Centering and shuttering including strutting and propping etc. and removal form for				
	5.9.1 Foundations, footings, bases of columns etc. for mass concrete	Sqm	164	173.25	28,413.00
13	5.9.2 Walls (any thickness) including attached pilasters, buttresses, plinth & string courses etc.	Sqm	625	231	1,44,225.00
14	5.22 Reinforcement for RCC ( Reinforcement steel will be free of issue at NTPC stores )				
	5.22.6 TMT bars	kg	68000	5.78	3,92,700.00
15	2.6 Earthwork excavation by mechanical means/hydraulic excavator (exceeding 30cm as depth 1.5m as width as well as 10sqm on plan) including disposal of excavated earth upto 50m and fill upto 1.5m				
	2.6.1 All kinds of soil	Cum	2700	115.9	3,11,850.00
16	15.2 Demolishing cement concrete manually / by mechanical means including disposal of material within 50m lead				
	15.2.1 normal concrete 1:3:6 or richer mix	Cum	19	693	13,167.00
17	4.2 RCC in retaining walls upto floor level including cost of centering, shuttering and finishing				
	4.2.1 1:2:4	Cum	580	2806.65	16,27,857.00
18	5.33 RCC Min design M-25 grade including pumping and accessories				
	5.33.1 All work upto plinth level	Cum	123	3441.9	4,23,353.70
19	5.34 Extra for providing richer mixes at all floor levels				
	5.34.1 M:20 grade instead of M-25 (IS:456:2000)	Cum	123	6.93	852.39
20	16.11 Dry stone pitching 22.5cm thick including supply of stones and preparing surface	Sqm	5500	427.35	2,35,042.50
21	15.1 Demolishing RCC work manually / by mechanical means including stacking steel bars and disposal of recoverable material within 50m lead	Cum	20	1386	27,720.00
<b>TOTAL Scheduled (DSR-2013) Items</b>					<b>6,63,69,999.47</b>
<b>Non-Scheduled Items</b>					
S.No	Description	Unit	Quantity	Rate	Amount
1	Contracting of existing bituminous road	Sqm	25000	23.10	5,77,500.00
2	P&L prime BT macadam with tack coat	Cum	3950	8223.60	3,24,83,220.00
3	P&L of 2.5mm bituminous prime coat	Sqm	50000	211.00	1,05,50,000.00
4	Restoring loose stones and curing damaged W.P	Sqm	5000	11.25	57,550.00
5	P&L of brick masonry at all levels	Cum	100	2795.10	2,79,510.00
6	P&L of NP3 heavy duty 300mm RCC pipes	Rm	50	1617.00	80,850.00
7	P&L of NP3 heavy duty 600mm RCC pipes	Rm	50	3349.50	1,67,475.00
8	Supply & Stacking of materials	Cum	5380	606.38	3,262,297.50
9	Contracting the full CBR test	Each	10	9240.00	92,400.00
<b>TOTAL Non-Scheduled Items</b>					<b>4,85,91,002.50</b>
<b>GRAND TOTAL</b>					<b>11,49,21,001.97</b>



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# RVR Projects Private Limited



Ref: RVR/VCTPL/Rockbund/WO/2015/01

Date : 21/01/15

To  
M/S MEGHA INFRA PROJECTS,  
# 54-11-497, Neu line Apartments,  
APGO's Colony, Isukathota,  
PedaWatair,  
VISAKHAPATNAM-530022  
Phone No 2710433  
Cell No 9705367888,9300867888,

E-mail : [dvbraju9@yahoo.com](mailto:dvbraju9@yahoo.com)

Kind Attention: Shri D Vijaya Bhaskara Raju, Managing Partner

Dear Sir,

Sub: Reformation of the Rockbund with Armour Stones over the existing Rockbund Near the Western end of the VCTPL Jetty at Visakhapatnam  
Purchase Order No VCTPL/14-15/PO/19616 dated 09 Jan'2015-Reg

This refers to discussions you have with RVR Projects Pvt. Ltd (herein referred as "RVR"), you have confirmed that you have visited the site, studied the site conditions, ascertained the requirements and agreed to all the standard terms, conditions and rates for the subject work. Subsequently RVR is placing this Work Order (hereinafter referred as "WO") to you subject to the following terms and conditions:

- 1 M/S Megha Infra Projects shall carry out and execute the above referred work on behalf of M/S RVR Projects Pvt Ltd, strictly in accordance with the terms and conditions of the above referred Purchase Order and Service Agreement executed between RVR projects Pvt Ltd and VCTPL dated 17/01/2015..M/S Megha Infra Projects agrees that time is the essence of the Contract Work, and undertakes to execute the work within the stipulated time without causing any delay whatsoever while carrying out the work. In this connection the relevant clauses applicable between the RVR and VCTPL, the same clauses are applicable to M/S Megha Infra Projects.
- 2 M/S Megha Infra Projects undertakes to indemnify M/S RVR Projects in respect of all losses, damages, other losses suffered by them with regard to work undertaken by him and for any:
  - a) Delay in completion of the work within the stipulated time.
  - b) Violation of conditions of contract if any as specified with above referred PO and Service Agreement..
- 3 M/S Megha Infra Projects shall be over all responsible for all the works including supply, procurement of material, machinery, equipment and labour required for the work, supervision of work, dealing with Client on behalf of M/S RVR Projects (Pvt) Ltd, taking the joint measurements of work done on the ground preparation and submission of Client's bill as per the Schedule of rate given in Purchase Order, getting it passed.

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*Signature*

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4 Terms of payment: After passing the bill from the Client, M/S Megha Infra Projects will submit his own bill for the same quantity of work done as per the Basic rate mentioned in Annexure I attached with this Work Order. Retention money as retained by the Client i.e. by VCTPL, the same will be retained by RVR and will be released on satisfactory completion of the work and on submission of final bill. Any other recoveries made by the Client due to bad workmanship or delay in completion of work or on any other ground will also be recovered from the bill. The net payment so arrived will be subjected to TDS as per existing government orders. Recovery towards B.G. Charges, Insurance and P.F. will also be made as per actuals. This basic rate is inclusive of all taxes except Service tax. Service tax @2.472% will be paid extra which will be paid by you to the Govt and submit the receipt before you apply for the next bill. However in case if there is any problem of acceptance in getting the reimbursement of amount from the main Client i.e. VCTPL, the same amount will be recovered from your bills/retention money.

5 M/S Megha Infra Projects shall keep M/S RVR Projects (Pvt) Ltd informed the know how of things by sending monthly Progress report and other reports as and when required by RVR Projects.

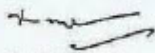
6 M/S Megha Infra Projects shall bring to the notice of RVR, any other incident, unforeseen difficulties or complicated situations if any and other terms and conditions stipulated in Purchase Order/Service Agreement and shall safe guard the good name of M/S RVR Projects (Pvt) Ltd.

7 M/S RVR shall have the right to interfere when a breach occurs in any of the clauses of the above referred Purchase Order/Service Agreement or if M/S RVR considers that the progress of the work is not satisfactory

8 M/S Megha Infra Projects shall employ an expert diver with life jacket etc as standby at site to avoid any untoward incidents.

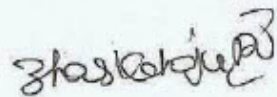
Thanking you,

Yours faithfully,

  
(Raghu Rayala)  
Executive Director,  
RVR PROJECTS(P) Ltd

Encl: ANNEXURE-I

Accepted

  
(D Vijay Bhaskara raju)  
Managing Partner  
M/S Megha Infra Projects

**ANNEXURE I to the letter No  
RVR/HO/VCTPL/Rockbund/WO/01/2015 dt 21/01/15**

Sl No	Description of the item	Unit	Quantity	Basic rate in Rs	Amount in Rs	Remarks
1	Reformation of the Rockbund with Armour stones over the existing Rockbund near the Western End of the VCTPL Jetty	Cum	10000	2162	21620000	

Rupees Two Crores Sixteen Lakhs Seventy Twenty Thousand Only

**Note:** Provisionally Service Tax @ 2.472% of the basic rate will be paid extra which will be deposited by you to the Govt and submit the receipts before you apply for the next bill..

*[Handwritten Signature]*

*[Handwritten Signature]*

# NVSR CONSTRUCTIONS

WORKORDER

Ref :

Date :

TO		
MEGHA INFRA PROJECTS D.NO:54-11-49,FIAT NO:301 NUELITE APPARTMENTS, APGOS COLONY,ESAKATHOTA, VISHKAPATNAM-53003.  Email:meghainfraprojects@gmail.com	Our Wo No:01	NVSR/PKL/16-17/WO/KBR
	Date:	1/11/2016
	Your Qtr No:	sector no-3 216/b
	Date:	1/11/2016

Dear Sir,

Further to the discussions you had with us, we have accepted your equation and we are pleased to place our work order subcontract, back to back basis as detailed below.

Sl.NO	Description	Amount
1	KBR-Vizag Steel Plant:-Restoration of Damaged KBR of Vizag Steel Plant Caused due to HUD HUD Cyclone.	approximately Rs.15.00 Crores.

For NVSR CONSTRUCTIONS



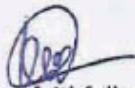
Managing Partner

# 4-106-A, Gudavalli Vari Street, Palakol Mandal, Chintaparru - 534250  
West Godavari District, Andhra Pradesh. Mob : 9133275888, 9989057635  
Mail Id : nvsrconstructions@gmail.com

## Terms & Conditions

Time Period:		you have to Execute the above Work With in the Agreement period.
Taxes & other levies:		As recovered by the employer.
Income tax:		Income Tax will be recovered at source from all payments made to you as per the Income Tax ACT at Prevailing rates. A copy for Company pan card must be submitted to us to issue a Declaration in Form No.16 for deduction of Income Tax.
Retention:		Retention @5% on the gross value of work done and shall not bear any interest, and release of retention shall be 50% on completion of work/satisfaction/certification of department. and the balance 50% will be release after completion of total work
Payment:		payments will be made by Account payee cheques / Demand Drafts against submission of your bill, duly certified by our site incharge.
Accommodation: others:		you have to make your own arrangements for Accommodating your staff/labour near to the work site. all local problems are to be sorted out by you only.
Statutory requirements:		you have to submit a copy of labour licence, provident fund and any other applicable licenses to us
Termination:		The subcontract work will be terminated when there is slow progress or inferior quality of work or when there is breach of contract.

Please return the duplicate copy to this work order, duly signed by you in token of Your acceptance. After your acceptance a sub-contract agreement will be executed soon.



Yours faithfully

For NVSR CONSTRUCTIONS

MANAGING PARTNER

Thanking you,

accepted by

MEGHA INFRA PROJECTS

D. VIJAYA BHASKARA RAJU



Visakha Container Terminal

## VISAKHA CONTAINER TERMINAL PVT. LTD.

Beach Road, Opp Town Hall, Near Fishing Harbour, VISAKHAPATNAM - 530001

Tel: 0891-2877043/44/47; Fax: 0891-2739765, Email: teamprocurement@vctpl.com, Website: www.vctpl.com

ISO 9001 : 2008, ISO 14001 : 2004, OHSAS 18001 : 2007, ISO 28000 : 2007

CIN Number: U74999MH2002PTC135508

### PURCHASE ORDER

Purchase Order Number #: VCT17-18/1000817 Date Of Issue #: 04-09-2017 00:00:00

<b>Vendor :</b> 2358 MEGHA INFRA PROJECTS -530022 IN  <b>Phone :</b> <b>Fax :</b> <b>Attention :</b>	<b>Ship To :</b> VISAKHA CONTAINER TERMINAL PVT. LTD. Opp. Town Hall Beach Road, Beach Road, Visakhapatnam-530001 IN  <b>GST No. :</b> 37AABCV4834B1ZJ <b>NOTE :</b> Quote your GST No with with HSN codes on all your invoices  <b>PAN :</b> AABCV4834B
---	--

Vendor Ref. No. : QUOTATION Requested Delivery date : 30-Nov-2017 Validity date : 30-Dec-2017

Dear Sirs,

We are pleased to place the purchase order for the supply of the following items as per the under mentioned terms and conditions, attached enclosure if any which shall form part of this order. Description

No.	Part No	Description	Discount	Pkg & Fwd	CGST	SGST	Rate	Quantity	Total Tax
1	S1087	Yard Development Excavation of soil up to 1 m depth and dispose the material outside the facility/nearest dumping yard.				2000.00	90.00		180000.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00	16200.00	16200.00			32400.00
2	S1087	Yard Development Concrete debris Shifting and placing in position from the stack yard including seyer wise filling of minimum 300mm to 400mm with				1700.00	100.00		170000.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00	15300.00	15300.00			30600.00
3	S1087	Yard Development Supply and providing WMM 150 mm thick as per standard specifications compacting with pneumatic roller				300.00	1470.00		441000.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00	39690.00	39690.00			79380.00
4	S1087	Yard Development Supply and laying of M-40 Grade rectangular paver blocks size of 200x100x80 mm with 50 mm thick crusher dust including edge				2000.00	965.00		1930000.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00	173700.00	173700.00			347400.00
5	S1087	Yard Development Crack filling for curtain walls at warehouse				120.00	0.00		0.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00					0.00
6	S1087	Yard Development Rectification work for yard at warehouse				100.00	0.00		0.00
		Part Number :		Model :		Budget Code :			CFS-CIVIL-R&M-BUUILD- 71
		<b>Taxes</b>	0.00	0.00					0.00

7 S1087 Yard Development Ramp gripping work 2.00 0.00 0.00

Part Number :

Model :

Budget Code : CFS-CIVIL-R&M-BUILD- 71

Taxes

0.00

0.00

0.00

**TERMS & CONDITIONS :**

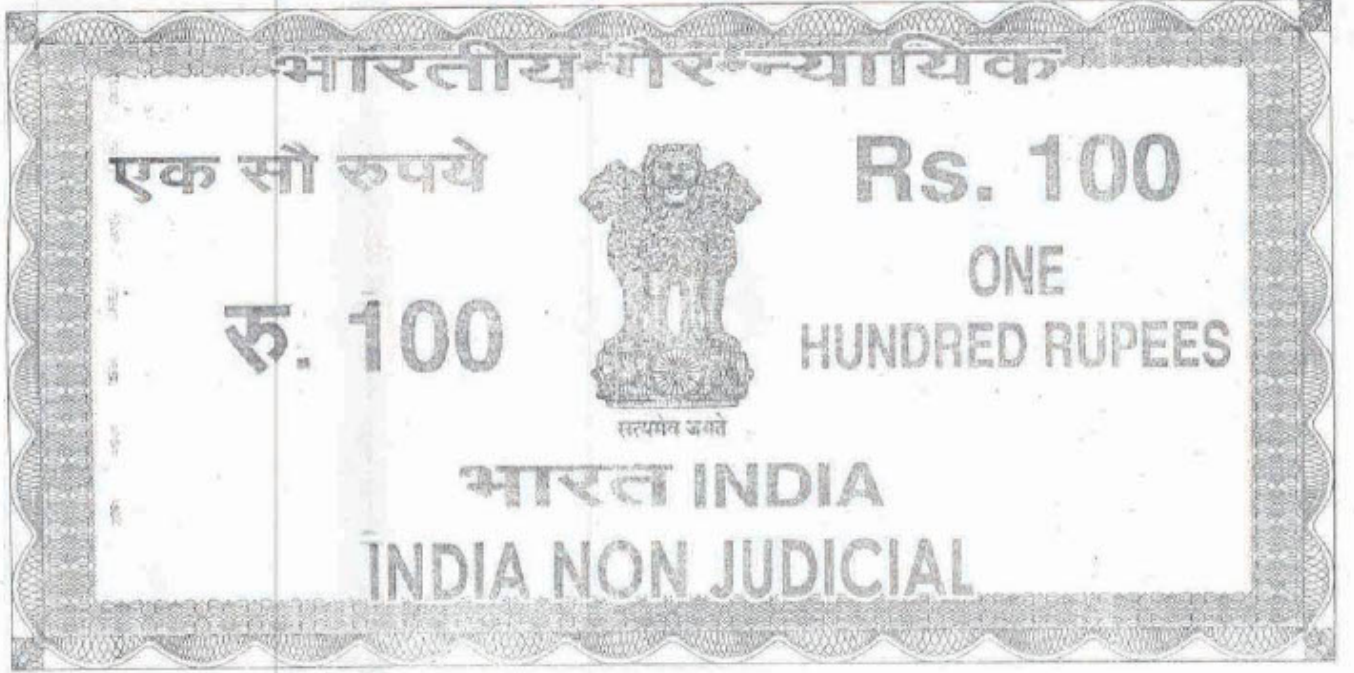
1. Payment Terms: 30 Days Net
2. Price Basis :
3. Warranty :
4. Freight Terms :
5. Insurance :
6. Special Instructions :

All Invoice copies to be submitted along with delivery to the terminal stores.  
All the items that are to be supplied by you should be Eco-friendly.  
The Packing Material used to delivered the Item are to be Nature-friendly.

Total Line Cost	:	2721000.00
Total Discount	:	0.00
Total Pck & Fwd	:	0.00
Total CGST	:	244890.00
Total SGST	:	244890.00
Total IGST	:	0.00
Freight Amt	:	0.00
VAT/Diesel Cess	:	0.00
PO Total Value	:	<u>3210780.00</u>

PO Total Value in Words

INR Thirty-Two Lakhs Ten Thousand Seven Hundred Eighty Only



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 127306

S.No. 109<sup>2017</sup> Rs. 100/-

Kantubhukta Rama Krishi

Date 28.8.2017

Licenced Stamp Vendor

Sold to M. SATYANARAYANA RAJU S/o LATE RAMA MURTHY RAJU VZM

L.No.02 12 001/1991

Forwison SVS MOOKAMBIKA CONSTRUCTIONS.PVT.LTD. VZM

RL.No 02 12-11/2015 to 2017

Sarika Village, Vizianagaram (M

VZM Dist. Cell : 9441749437

### AGREEMENT

1. This agreement made at Vizianagaram on this day of 22<sup>nd</sup> September 2017 by and between M/s SVS MOOKAMBIKA CONSTRUCTIONS PVT LTD., a company duly registered under Companies Act, 1956 and 2013 having its registered office at Plot No.15 & 16, Bhagavan Nagar, Vizianagaram - 535002, represented through its Managing Director Shri M. Satyanarayana Raju, S/o Late M. Rama Murthy Raju, resident of Plot No.15 & 16, Bhagavan Nagar, Vizianagaram- 535002. Hereinafter called the FIRST PART.

2. M/s. Megha Infra Projects having its registered office at # 54-11-49/7, Flat No. 301, Nuelite Apartments, APGOS Colony, Isakathota, Visakhapatnam, Andhra Pradesh, Sub Contractor represented by its Managing Partner Shri D. Vijaya Bhaskara Raju, resident of # 2-37-5/2, 2<sup>nd</sup> Floor, Sampurna Nivas, MIG - 17, Sector - 10, M.V.P. Colony, Visakhapatnam, Andhra Pradesh, (hereinafter referred to as "party of the SECOND PART") which expression shall unless repugnant to the context or meaning thereof, always mean and include its liquidators, administrators and assigns of the SECOND PART.

*M. Satyanarayana Raju*

*M. S. A.*

3. WHEREAS the party of the FIRST PART has quoted for the work of formation of Internal Roads including CD works, Storm Water Drains, Slope Protection works and Street Lights in Phase – 1 area of IT Park, Kapuluppada (V), Bheemunipatnam (M), in Visakhapatnam District, Andhra Pradesh, nature of work as per schedule enclosed was successfully procured the work vide Work Order Agreement Bond No. 32/CE-II/APIIC/2016-17 Dated 22-03-2017 and the work offered to sub contract to SECOND PART, for Rs. 32,82,21,788/- (Rupees Thirty Two Crores Eighty Two Lakhs Twenty One Thousand Seven Hundred Eighty Eight Only)

4. AND WHEREAS party of the SECOND PART IS sub contractor and has agreed to accept the offer made by the said party of the FIRST PART to execute the work as fully detailed in "schedule" Hereto annexed (hereinafter referred to as WORK) on the terms and conditions herein contained. The quantities are mentioned in the BOQ are tentative.

Now, therefore, it agreed between the parties that:

1. Party of the SECOND PART assures that the technical and other information provided as per the contract agreement signed between party of the FIRST PART and Employer party of the SECOND PART will execute work as per the work order by the Employer.
2. Party of the FIRST PART shall fully and promptly furnish to party of the SECOND PART with each know-how as may require from time to time during the term of this agreement in connection with the agreement.
3. The party of the SECOND PART as his expenses, shall procure, maintain and execute the work on the terms and conditions of the agreement.
4. Party of the SECOND PART will depute technicians / engineers personnel at his expenses.
5. The party of the SECOND PART shall execute the work in strict accordance with the said know-how, the standard of quality; embodied therein or as may be set from time by Employer.
6. Party of the SECOND PART shall raise the bills as the completed work and submit the same to FIRST PART.
7. The party of the FIRST PART shall issue cheques of the amount after deduction of 3 % of the gross amount as markup, 6 % towards other miscellaneous expenses in addition to Income Tax deduction and any other statutory deduction as per the provisions to party of the second part. The payment will be made based on the quantities as certified by the APIIC engineers.
8. The party of the SECOND PART shall be responsible for all the statutory liabilities such as Income Tax, GST and any other statutory liabilities. Party of the FIRST PART shall issue all the certificate of deduction at source if required as under Income Tax Laws, GST and any other statutory provisions.

*Shashi Kumar*

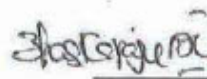
*11-5-17*

9. Any other statutory liabilities to be paid under the contract will be the expense of party of the SECOND PART.
10. Party of the SECOND PART hereby indemnifies the party of the FIRST PART from all liabilities arising out of damaged work, liquidated damages, penalties of any sort, damage to the structure and any person and one or all liabilities arising as a result of this contract and during the execution of work and otherwise.
11. Party of the SECOND PART shall comply with all labour laws, Provident Fund Laws etc., Insurance required under the contract will be made by party of the SECOND PART at their expense. All incidental and out of pocket expenses for this work shall be borne by party of the SECOND PART.
12. Party of the FIRST PART shall have liberty to terminate this agreement by giving one weeks' notice in case performance of the SECOND PART found to be unsatisfactory by the party of the FIRST PART. In such a case party of the FIRST PART will pay party of the SECOND PART their dues outstanding of work as per this agreement and decision for the party of the FIRST PART shall be final and binding on the party of the SECOND PART.
13. In case of dispute between parties which are not amicably resolved between the parties, will be resolved through Arbitration and Conciliation Act 1996. Sole arbitrator shall be however, appointed by party of the FIRST PART whose choice in the matter will be final and binding on the party of the SECOND PART.

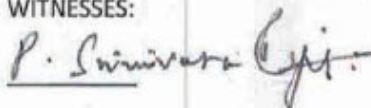
In witness whereof the parties hereto after having read. Understood and agreeing thereto have affixed their hands and seal in confirmation thereof on this day of **22<sup>nd</sup> September 2017**

SIGNED SEALED AND DELIVERED IN CONFIRMATION OF THE CONTENTS.

 (Party of 1<sup>st</sup> part)

 (party of 2<sup>nd</sup> part)

WITNESSES:





**Name of the Work : Formation of Internal Roads including CD works, Storm Water Drains, in Phase -I area of IT Park, Kapuluppada (V), Bheemunipatnam (M), Visakhapattanam Dist**

S.No	Description	Qty	Unit	Rate	/Unit	Amount
<b>A</b>	<b>PART A : ROAD WORKS</b>					
1	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth upto 300mm, removal of strumps of trees cut earlier stacking of servicable materials to be used or auctioned and disposal of unserviceable materials upto a lead of 1000 mts including removal and disposal of top organic soils not exceeding 150mm in thickness by mechanical means as per MORT&H Spn. NO.201 light jungle from the road portion and clear away from the site as directed by the Engineer-In-Charge including all labour charges, hire charges of all T&P etc complete as per standard specification..	250000.00	Sqm	3.20	/Sqm	800000.00
2	Earthwork excavation for road work in soils with Hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections and transporting to the embankment location with all lifts and lead up to 1000m as per technical specification clause 302.3 MORD / 301 MORTH etc., complete for finished item of work as directed by the Engineer-In-Charge. (payment on level basis)					
	By Mechanical means	260160.00	Cum	77.80	Cum	20240448.00
3	Earthwork excavation for road work in Hard Rock ( Control blasting) by drilling and blasitng and breaking timming of bottom and side slopes in accordance with requirements of lines, grades and cross sections loading and disposal of cut rock wil all lifts and leads upto 1000 m as per Technical Specification Clasue 302.3.5 MORD/ 301 MORTH complete for finished item of work as directed by the Engineer-In-Charge ( Assumed 50 % deductions for crediting the useful material )	486000.00	Cum	225.30	Cum	109495800.00
4	Construction of embankment with available useful excavated soils deposited at site from road way cutting graded and compacted to required slope and compacted to meet requirment by using machinery, watering and compacting each layer including all materials (viz) water etc., to site, hire and operational charges and other T&P,all taxes etc., complete as directed by Engineer-in-Charge. MORTH Spfn No: 313	295000.00	Cum	88.30	Cum	26048500.00
5	Construction of Rock fill Embankment with broken hard rock fragements of size not exceeeding 300 mm laid in layers not exceeding 500 mm thick including filling of surface of voids with stone spalls, blinding top layer with Granular material rolled with vibratory road roller as directed by Engineer In charge to required slope and compacted to meet requirement by using machinery, watering and compacting each layer including cost and conveyance of all materials (viz) water etc., to site, hire and operational charges and other T&P,all taxes etc., complete as directed by Engineer-in-Charge. MORTH Spfn No: 313	22000.00	Cum	75.20	Cum	1654400.00
6	Construction of subgrade with obtained good gravel from the site & Stone chipes in (2:1) obtained from quarry including spreading in layers, sectioning, grading to required slope and compacted to meet requirment of table 300.2 with lead up to 1000m as per technical specification clause 303 MORD / 305 MORTH by using machinery, watering and compacting each layer to proctors density with OMC compaction using 8 to 10 tones capacity roller including cost and conveyance of all materials water etc., to site, hire and operational charges and other T&P,all taxes etc., complete as directed by Engineer-in-Charge. MORTH Spfn No: 305	10000.00	Cum	428.20	/Cum	4282000.00

*M.S.A.*  
*Shan Kataru*

S.No	Description	Qty	Unit	Rate /Unit	Amount
7	Construction of Granular sub-base by providing close graded aggregate of 35% of 9.50mm to 4.75mm & 12.5 % of 4.75 mm to 2.36 mm and 52.5 % of below 2.36mm Grading III material conforming to table 400-1 with CBR not less than 20 including spreading in uniform layers with motor grader or by approved means, on prepared surface mixing by Plant Mix method by approved means at OMC and compacting with vibratory roller to achieve the desired density etc. complete for finished item of work as directed by the Engineer - In -Charge : including the cost and conveyance of all materials stone aggregates of specified sizes, water etc to site labour charges for all operational hire etc and operational charges of power roller and seigniorage charges, other T & P all taxes etc complete. - MORTH Spfn No: 401	14000.00	Cum	1783.85 /Cum	24973900.00
8	Providing, laying, spreading and compacting graded HBG crushed stone aggregate to compacted thick Wet mix macadam in layers as specification confirming to table 400-II including premixing the material with water at OMC in plant, carriage of mixed material by tipper to site, laying in uniform thickness with paver in base course on well prepared surface and compacting with vibratory roller of 8 to 10Tonnes to achieve the desired density in stages to proper grade and camber, as directed by Engineer-in-charge including cost and conveyance of all materials (viz) stone aggregates of specified sizes, water etc, labour charges for all operations, hire & operational charges of power roller and other T&P, seigniorage charges, all taxes etc., complete for finished item of work .MORTH Spfn No: 406	10700.00	Cum	2345.03 /Cum	25091821.00
9	Providing and applying primer coat with bitumen emulsion SS-1 on prepared surface of WMM including cleaning of road surface and spraying primer at the rate of 0.60 Kg/Sqm using emulsion pressure distributor for finished item of work as directed by Engineer-in-charge including cost and conveyance of bitumen emulsion, labour charges, hire and operational charges of all T&P, all taxes etc., complete for finished item of work. MORTH Spfn No: 502	43000.00	Sqm	35.27 /Sqm	1516610.00
10	Providing and applying tack Coat using bitumen emulsion RS-1 at 0.20 kgs/1 sqm over prepared surface before laying bituminous macadam / bituminous concrete and applying uniformly with aid of emulsion pressure sprayers and spraying bar with nozzles including cost and conveyance of bitumen emulsion and other materials and labour charges for all operations, hire and operational charges of all T&P all taxes necessary to complete the work as directed by the Engineer-in-charge. MORTH Spfn No: 503	43000.00	Sqm	8.67 /Sqm	372810.00
11	Providing, laying & consolidation 50mm thick Bituminous macadam with 40-60 TPH Batch mix HMP producing average output of 37.5 tonnes per hour using grade II crushed aggregate to the specified camber on prepared surface premixed with 80/100 grade bitumen binder @ 3.30% by weight of mix for base/binding course including F.E.Loader and hot mixing of stone aggregate and bitumen in hot mix plant, transporting the mixed material in tippers to paver and laying the mix using 100 TPH Mechanical paver finisher to the required levels, grade and alignment consolidating surface using vibratory roller, power roller of 8-10 T capacity and tandem roller to achieve desired density including hire and operational charges of all T&P, cost and conveyance of all materials, all taxes, Seigniorage charges, labour charges for all excluding cost of tack coat for finished item of work MORTH Spfn No: 504	2800.00	Cum	6203.14 /Cum	17368792.00

S.No	Description	Qty	Unit	Rate	/Unit	Amount
12	Providing and applying tack Coat using bitumen emulsion RS-1 at 0.20 kgs/1 sqm over prepared surface before laying bituminous macadam / bituminous concrete and applying uniformly with aid of emulsion pressure sprayers and spraying bar with nozzles including cost and conveyance of bitumen emulsion and other materials and labour charges for all operations, hire and operational charges of all T&P all taxes necessary to complete the work as directed by the Engineer-in-charge.MORTH Spfn No: 503	43000.00	Sqm	8.67	/Sqm	372810.00

13	Providing, laying & consolidation 25mm thick semi dense bituminous concrete on prepared surface with specified graded crushed aggregate grade II and 60/70 grade bitumen binder @ 5.0% of weight of mix for wearing course including loading aggregates with F.E.loader,heating & mixing the aggregate and binder in 40 - 60 TPH Capacity hot mix plant, transporting the mixed material with tipper and laying with 100TPH capacity Mechanical Paver Finisher to the required level, rolling with vibratory roller, power roller of 8 to 10 Tones capacity and tandem roller to achieve the desired density including hire and operational charges of all T & P all taxes, cost and conveyance of all materials,taxes, Seigniorage charges, labour charges for all operations, diversion of traffic,etc.,complete for finished item of work MORTH Spfn No: 508	1400.00	Cum	7242.28	/Cum	10139192.00
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**Subtotal for Road Work (A)**

242357083.00

**Construction of CC Road**

14	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate conforming to IS: 383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing etc. complete as per Technical Specification 601 MORTH.	1000.00	cum	6461.82	/Cum	6461820.00
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15	Construction of un-reinforced, dowel jointed at expansion and construction joint only. plain cement concrete pavement, thickness as per design, over a prepared sub base, with 43 grade cement or any other type as per Clause 1501.2.2 M30 (Grade), coarse and fine aggregates conforming to IS:383, using batching plant capacity and appropriate weigh batcher using approved mix design, laid in approved fixed side form work (steel channel, laying and fixing of 125 micron thick polythene film, wedges, steel plates including levelling the form work as per drawing), spreading the concrete with shovels, rakes, compacted using needle, screed and plate vibrators and finished in continuous operation including provision of contraction and expansion, construction joints, applying de bonding strips, primer, sealant, dowel bars, near approaches to bridge / culvert and construction joints, admixtures as approved, curing of concrete slabs for 14- days, curing compound (where specified) and water finishing to lines and grade as per drawing and Technical Specification Clause1501 MORD.	1800.00	cum	7385.00	/Cum	13293000.00
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**Subtotal for Construction of CC Road(B)**

19754820.00

**Construction of Pipe culverts**

S.No	Description	Qty	Unit	Rate	/Unit	Amount
16	Earthwork excavation in soils upto SDR by Mechanical means for foundations of structures as per drawings and technical specification including setting out constructions of shoring and bracing, removal of stumps and other deleterious matter, dressing sides of bottom, back filling the excavated earth to the extent required etc., complete including for finished item of work as per etc., and as directed by the Engineer - in -Charge ( upto 3 mts )	355.00	Cum	96.92	/Cum	34406.60
17	Cement Concrete(1:4:8) prop.using 40mm nominal size well graded hard broken granite metal from approved quarry including cost, conveyance and seigniorage charges of all materials and all labour charges for machine mixing of concrete, laying concrete, compacting by vibration including curing, all taxes, finishing top surface to required levels neatly complete for finished item of work in foundations as per MORTH specification 2100 (P.No.331)	50.00	Cum	3959.37	/Cum	197968.50
18	Providing and laying of 1200mm dia NP3 class RCC pipes for roads crossings including c/c of all materials, labour charges for lowering,laying pipes & jointing including jointing materials ,all taxes,hire and operational charges of T&P,etc..., complete for finished item of work as directed by the Engineer-in-Charge.	160.00	RM	9545.91	RM	1527345.60
19	Providing and laying of 600 mm dia NP3 class RCC pipes for roads crossings including c/c of all materials, labour charges for lowering,laying pipes & jointing including jointing materials ,all taxes,hire and operational charges of T&P,etc..., complete for finished item of work as directed by the Engineer-in-Charge.	160.00	RM	2725.76	/RM	436121.60
20	RR masonry in CM(1:6) prop. using hard granite stone from approved quarry including cost and conveyance of all materials to site, seigniorage charges, all labour charges for dressing stones to required size and shape, mixing of cement mortar, stone wall construction, curing etc. complete for finished item of work. as per MORTH Specification 1405.3 (P 333) - for Abutments and Wing Walls	700.00	Cum	4023.65	/Cum	2816555.00
<b>Subtotal for Construction of Pipe culverts( C)</b>						<b>5012397.30</b>
<b>CC Storm water drains</b>						
21	Earthwork excavation in soils upto SDR by Mechanical means for foundations of structures as per drawings and technical specification including setting out constructions of shoring and bracing, removal of stumps and other deleterious matter, dressing sides of bottom, back filling the excavated earth to the extent required etc., complete including for finished item of work as per etc., and as directed by the Engineer - in -Charge ( upto 3 mts )	8300.00	Cum	96.92	/Cum	804436.00
22	Providing Plain Cement concrete (1:4:8) mix using 40mm size machine crushed HBG stone aggregate conforming to table 1000.1 and fine aggregate conforming to table 1000-2 of MORT&H including cost and conveyance of all materials (Viz) cement , sand stone aggregate, water etc., to site and labour charges, machine mixing, laying, Vibrating, curing , all taxes , seigniorage charges, etc, including all other incidental and operational charges of all T & P etc, complete for finished item of work as per MORT&H specification 2100 (4th revision) and as directed by the Engineer-in-charge for foundations	950.00	Cum	3959.37	/Cum	3761401.50

S.No	Description	Qty	Unit	Rate	/Unit	Amount
			Cum	5266.52	/Cum	7899780.00
23	Providing Vibrated Reinforced Cement Concrete M20 design mix with minimum cement 330 Kg per cum concreting using Batching Plant, using 20mm grade well graded machine crushed granite chips from approved quarry confirming to table 1000.1 of MORT&H specn. for coarse aggregate and table 1000.2 of MORT&H specn. for fine aggregate including cost and conveyance of all materials (Viz) cement, sand, stone aggregate, water etc., to site, seigniorage charges, centering, shuttering, machine mixing, laying concrete, vibrating, finishing smooth to required levels, curing, all other incidental and operational charges, labour charges, all taxes, etc., complete for body wall of drain	1500.00	Cum	5266.52	/Cum	7899780.00
24	Providing Cement Concrete M30grade (Design Mix) with minimum quantity of cement 407 Kg using 10mm to 20mm well graded machine crushed granite chips from approved quarry including cost and conveyance of all materials (Viz) cement, sand, stone aggregate, water etc., to site, seigniorage charges, centering, shuttering, machine mixing, laying concrete, vibrating, finishing smooth to required levels, curing, all other incidental and operational charges, labour charges, all taxes, etc., complete for Wearing Coat	200.00	Cum	6190.39	/Cum	1238078.00
<b>Subtotal for CC Storm water Drains (D)</b>						<b>13703695.50</b>
<b>Construction of Kerb and Median works</b>						
25	Construction of cement concrete kerb with top and bottom width 115 and 165 mm respectively, 250 mm high in M 20 grade PCC on M-10 grade foundation 150 mm thick, foundation having 50 mm projection beyond kerb stone, kerb stone laid with kerb laying machine, foundation concrete laid manually, all complete as per clause 408 MORTH	18500.00	RM	316.62	/RM	5857470.00
26	Refilling with excavated earth from road cutting /drain including cost and conveyance of all materials to site and watering, tamping, all labour charges for filling in between drain and berms including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	13000.00	cum	27.15	cum	352950.00
<b>Subtotal for Construction of Kerb and Median works(E)</b>						<b>6210420.00</b>
<b>Construction of Foot path works</b>						
27	Providing Plain Cement concrete (1:4:8) mix using 40mm size machine crushed HBG stone aggregate confirming to table 1000.1 and fine aggregate conforming to table 1000-2 of MORT&H including cost and conveyance of all materials (Viz) cement, sand stone aggregate, water etc., to site and labour charges, machine mixing, laying, Vibrating, curing, all taxes, seigniorage charges, etc, including all other incidental and operational charges of all T & P etc complete for finished item of work as per MORT&H	1400.00	cum	3959.37	cum	5543118.00
28	Providing and Laying of Interlocking Concrete Block Pavements having thickness 60 mm as per drawing and Technical Specification Clause 1504 MORD including cost and conveyance of materials, laying charges, labour charges, sand bed as per table 1500.5 etc as directed by the Engineer-In-Charge for finished item of work	13500.00	Sqm	623.57	Sqm	8418195.00
<b>Subtotal for Construction of Foot path works(F)</b>						<b>13961313.00</b>
<b>Construction of Cable Duct with HDPE Pipes</b>						

S.No	Description	Qty	Unit	Rate	/Unit	Amount
29	Earthwork excavation in soils upto SDR by Mechanical means for foundations of structures as per drawings and technical specification including setting out constructions of shoring and bracing, removal of stumps and other deleterious matter, dressing sides of bottom, back filling the excavated earth to the extent required etc., complete including for finished item of work as per etc., and as directed by the Engineer - in -Charge ( upto 3 mts )	5300.00	Cum	96.92	/Cum	513676.00
30	Filling foundation with sand from approved quarry including cost and conveyance of all materials to site and watering, tamping, all labour charges for filling as per drawing and technical specification clause 2904 & 2907 of MORTH including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	900.00	Cum	1197.20	/Cum	1077480.00
31	Supply and laying of HDPE pipe of required sizes having corrugation on the outer wall and plain surface inner wall conforming to IS : 14930 Part - I and II complete with necessary HDPE fittings for protection of 1.1 KV grade U.G cable directly in ground including cost and conveyance of materials, labour charges etc complete for finished item of work as directed by the Engineer-in-charge					
	50mm dia HDPE	26340.00	RM	195.04	RM	5137353.60
	250mm dia HDPE	8780.00	RM	739.26	RM	6490702.80
32	Refilling with excavated earth from road cutting /drain including cost and conveyance of all materials to site and watering, tamping, all labour charges for filling in between drain and berms including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	1340.00	Cum	27.15	/Cum	36381.00

**Subtotal for Construction of Cable Duct with HDPE Pipes(G)**

**13255593.40**

S.No	Description	Qty	Unit	Rate	/Unit	Amount
<b>B</b>	<b>PART B: SLOPE PROTECTION WORKS</b>					
33	Earthwork excavation for excavation for Structures upto 3mts depth on Hilly area as Slope protection work with mechanical means including setting out, construction of shoring and bracing, removal of stumps and other deteriorous mateial and disposal upto 1000 mts in all type of soils, SDR, Oridnary rock soils with required machinery including cutting and loading in tippers, trimming bottom and side alopes, in accordance with requirements of lines, grades and cross-sections and transporting to the location with all lifts and lead up to 1000m as per technical specification clause 302.3 MORD / 301 MORTH etc., complete for finished item of work as directed by the Engineer-In-Charge. (payment on level basis)	3480.00	Cum	97.00	Cum	337560.00
34	Earthwork excavation for road work in Hard Rock (blasting prohibited ) upto 3mts depth on Hilly area as Slope protection work with mechanical means including setting out, construction of shoring and bracing, disposal upto 1000 mts on proper reuse in accordance with requirements of lines, grades and cross sections loading and disposal of cut rock wil all lifts and leads upto 1000 m as per Technical Specification Clasue 302.3.5 MORD/ 301 MORTH complete for finished item of work as directed by the Engineer-In-Charge ( Assumed 50 % deductions for crediting the useful material )	2320.00	Cum	548.10	Cum	1271592.00
35	Providing Plain Cement concrete (1:4:8) mix using 40mm size machine crushed HBG stone aggregate confirming to table 1000.1 and fine aggregate conforming to table 1000-2 of MORT&H including cost and conveyance of all materials (Viz) cement , sand stone aggregate, water etc., to site and labour charges, machine mixing, laying, Vibrating, curing , all taxes , seigniorage charges, etc, including all other incidental and operational charges of all T & P etc, complete for finished item of work as per MORT&H specification 2100 (4th revision) and as directed by the Engineer-in-charge for foundations	300.00	Cum	3959.37	Cum	1187811.00
36	Providing Vibrated Reinforced Cement Concrete M 25 design mix with minimum cement 403 Kg per cum concreting using Batching Plant , using 20mm grade well graded machine crushed granite chips from approved quarry confirming to table 1000.1 of MORT&H specn. for coarse aggregate and table 1000.2 of MORT&H specn. for fine aggregate including cost and conveyance of all materials (Viz) cement, sand, stone aggregate, water etc., to site, seigniorage charges, centering, shuttering, machine mixing, laying concrete, vibrating, finishing smooth to required levels, curing, all other incidntal and operational charges, labour charges, all taxes, etc., complete for Toe and Heel portion of Retaining Wall	1100.00	Cum	5778.39	Cum	6356229.00
37	Providing Vibrated Cement Concrete M30 grade of Design Mix with minimum cement content 406 Kg per cum, using 20mm grade well graded machine crushed granite chips from approved quarry confirming to table 1000.1 of MORT&H specn. for coarse aggregate and table 1000.2 of MORT&H specn. for fine aggregate including cost and conveyance of all materials (Viz) cement, sand, stone aggregate, water etc., to site, seigniorage charges, centering, shuttering, machine mxing, laying concrete, vibrating, finishing smooth to required levels, curing, all other incidntal and operational charges, labour charges, all taxes, etc., complete for Retaining Wall Stem portion					

S.No	Description	Qty	Unit	Rate	/Unit	Amount
	upto 5 mts height ( ie above GL)	150.00	Cum	6125.02	Cum	918753.00
	from 5 mts height to 10 mts ( ie above GL)	400.00	Cum	6297.63	Cum	2519052.00
	above 10 mts height above GL	675.00	Cum	6542.64	Cum	4416282.00
39	HYS D steel (Fe 500 grade TMT bars IS 1786-1979) bar reinforcement wrought & put up for RCC works including cost and conveyance of steel and binding wire, labour for cutting, bending, lifting, placing in position and tying as per approved structural drawings and as directed by Engineer-in-charge including all taxes etc., complete as per drawings and technical specifications for bars below 36 mm dia including over laps and wastage for finished item of work as per specifications Clauses 1000 and 1202 MORD & 1100, 1600 MORTH.	211.00	MT	46451.86	Mt	9801342.46
40	Refilling with excavated earth from road cutting /drain including cost and conveyance of all materials to site and watering, tamping, all labour charges for filling in between drain and berms including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	10000.00	Cum	27.15	Cum	271500.00
41	Providing and laying filter media with granular crushed aggregates as per specification to a thickness of not less than 600 mm with smaller sizer towards the soil and bigger size towards the wall and providing over entire surface behind retainingwall/abutments/wingwall/toewall ( wherever necessary ) to the full height, compacted to firm conditions complete for finished item inclusive of all taxes, of work as directed by Engineer -In charge as per IRC 78 & 2200 MORTH	1400.00	Cum	1004.05	Cum	1405670.00
42	Providing Weep Holes in RCC concrete wall through full with 110 mm dia PVC pipe of Class - 4kg/sm extending through the full width of the structures with slope 1V : 20 H at spacing 3 m c/c both in horizontal and vertical towards road face complete as directed by Engineer in charge meeting 2706 & 2200 MORTH spfn	800.00	RM	176.40	RM	141120.00
43	Providing and laying graded stone aggregate more than 22.4 mm sieve passage as filter material underneath pitching in slopes, trimming of Slope to proper profile and preparation bed as required as per technical specifications Clause 1302 MORD / 2504 MORTH including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	1110.00	Cum	2657.72	Cum	2950069.20
44	Providing and laying Stone pitching with Roungh stone for SS revetment of 225 mm thick with required size and filling the pitching with minimumum Stone Spalls of not less than 25mm on prepared filter media to proper profile and preparation of embankment & slopes as required as per technical specifications Clause 1302 MORD / 2504 MORTH including all taxes, seigniorage charges etc., complete for finished item of work and as directed by the Engineer-In-Charge	3200.00	Cum	1429.71	Cum	4575072.00
45	Construction of Toe Wall/Wing Wall for protection of Slopes with RR Masonary laid with Cement Mortar (1:5) upto required height including setting out, construction of shoring and bracing, including cost and conveyance of all materials to site, seigniorage charges, all labour charges for dressing stones to required size and shape, mixing of cement mortar, stone wall construction, curing etc. complete for finished item of workr as per technical specification clause 1302.5 MORTH etc., complete for finished item of work as directed by the Engineer-In-Charge	4800.00	Cum	4254.75	Cum	20422800.00

S.No

Description

Qty

Unit

Rate

/Unit

Amount

Subtotal for Slope Protection (H)

56574852.66

Total Rs.

370830174.86

or say

370830175.00

Tender percentage @ (-)11.49% less Rs.

-42608387

Contract Value Rs.

328221787.89

or say

32,82,21,788

M.S.A

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## SAINT-GOBAIN INDUSTRIES INDIA PVT LTD-GYPROC

**Supplier:**

5001902  
MEGHA INFRA PROJECTS .  
APGOS COLONY, ISUKHATHOTA,  
DNO: 54-11-49/7/301, NUELITE APARTMENTS,  
Visakhapatnam  
Andhra Pradesh 530022  
India  
GSTIN :37AAYFM3338D1ZY

**Purchase Order**

4401199880 / 15.09.2020

**Contact Person**

Muthukumaran M

Extn:

Muthukumaran.M@saint-gobain.com

**Deliver To:**

Vizag Plant  
Plot No's 16, 16A to 16M, 17, 18 and 18A  
Denotified area of APSEZ, Gurajapalem  
and Moturupalem Village, Rambilli Mandal.  
Visakhapatnam  
Andhra Pradesh 531011  
India  
GSTIN :2R1BCS4338M1Z0

**Delivery Date :**30/10/2020

**Currency :**INR

**Terms of Payment :**30 DAYS from date of invoice subject to acceptance

**Incoterms :**FOR FOR

Item	Material / HSN/SAC Code	Description	Order Qty.	UOM	Net Price	Per unit	Amount
20	99540000	Truck parking concrete work - 4104 sqmts	9,387,480	ONE	1.00	1	9367480.00
					State GST - ND 9.00%		843073.20
					Central GST - ND 9.00%		843073.20

**Item Text:**

Total area- 4,104 Sq Mtrs

<b>Total Gross Value</b>	<b>9367480.00</b>
<b>Total State GST - ND</b>	<b>843073.20</b>
<b>Total Central GST - ND</b>	<b>843073.20</b>
<b>Total Order Value</b>	<b>11053626.40</b>

**Authorized By :** Gandhi BSS

Regd. Office : Sigapi Aachi Building, Floor No 7, 18/3,Rukmini Lakshmi pathy Road, Egmore,Chennai – 600008

CIN NO : U26999TN2020PTC134262

**TERMS AND CONDITIONS - PURCHASE ORDER**

1. Purchasers in these conditions mean SAINT-GOBAIN INDUSTRIES INDIA PVT LTD-GYPROC "Seller" include all persons, Firms and companies who agree to sell to purchasers.
2. All the rates stated in this order are understood to be F.O.R. Plant unless otherwise expressly agreed.
3. Payment will be made usual calculated on the actual rate and quantity received and accepted at delivery point and their records will be considered final and decisive in this respect.
4. In case of strike accidents or other unforeseen contingencies causing stoppage of work at Purchaser's works they reserve the right to cancel or modify the order without being liable for any compensation.
5. "NO ASBESTOS" - Our Company maintains no asbestos policy, Kindly refrain from supplying of Asbestos in any form.
6. A Challan and/or Delivery Note quoting the number and date of the order must accompany all goods delivered by road, and in case of goods sent by post/rail/steamer the same must be posted on the same date the goods are dispatched. Separate Delivery Challan Bill shall be prepared for each Purchase Order.
7. Inspection of goods will be made by Purchasers at their own place and their reports shall be treated as final and will be binding on the sellers.
8. The time is the essence of this order and delivery of goods must be made as per delivery Schedule unless otherwise expressly agreed failing which the order will be cancelled.
9. In the Event of Sellers failure to supply the goods in time purchasers reserve the right of purchasing the goods from the market on Sellers account and risk & hold them liable for difference in prices and other incidental expenses arising there from.
10. In the event of goods supplied being not strictly in accordance with the specification mentioned in the order and or not received by the purchasers within the specified time of delivery, Purchasers reserves the right of refusing to take delivery and/or return the goods at Sellers risk and expenses both sides of freight and damages to be borne by Sellers.
11. Any demurrage wharfage or similar charges which purchasers have to undergo on account of Sellers failure to book the goods in accordance with the order or due to late delivery of the railway Receipt shall be borne by Sellers.
12. Payment will be withheld until this order is fully executed or otherwise expressly agreed.
13. These terms shall also be applicable to special Contract or otherwise expressly agreed
14. This order shall in all respect be subject to jurisdiction of the High Court of Judicature at Mumbai
15. In case documents are being negotiated through Bank, duplicate set of documents must be sent to us directly enable us to retire original from the Bank.
16. The purchaser will not be responsible for any, material sent in excess of the quantities ordered. No responsibility will be taken for goods supplied with an order signed by an unauthorized person.
17. The seller undertakes not to purchase the products from, either directly or indirectly, any country or region, which is subject to embargo or economic sanctions imposed by the United Nations, the European Union and/or the United States of America (jointly referred to as the "Target Countries"). The seller confirms that it has received the buyer's notification on prohibition of doing transactions with Target Countries as well as the corresponding obligations and the seller further confirms that it is aware of the aforesaid obligations and agreed to comply with this provision in the course of performing this Contract.

**Supplier:**

5001902  
 MEGHA INFRA PROJECTS .  
 APGOS COLONY, ISUKHATHOTA,  
 DNC: 54-11-49/7/301, NUELITE APARTMENTS,  
 Visakhapatnam  
 Andhra Pradesh 530022  
 India  
 GSTIN :37AAYFM3338D1ZY

Purchase Order	
4401092838	/ 18.10.2019
Contact Person	
Muthukumaran M	Extn:
Muthukumaran.M@saint-gobain.com	

**Deliver To:**

Vizag Plant  
 Plot No's 16, 16A to 16M, 17, 18 and 18A  
 Denotified area of APSEZ, Gurajapalem  
 and Moturupalem Village, Rambilli Mandal.  
 Visakhapatnam  
 Andhra Pradesh 393110  
 India  
 GSTIN :37AABCS4338M1ZD

Currency :INR  
 Terms of Payment :30 DAYS from date of invoice subject to acceptance  
 Incoterms :FOR FOR

Item	Material / HSN/SAC Code	Description	Order Qty.	UOM	Net Price	Per unit	Amount
10	99540000	RCC Culvert works	1	ONE	4935205.00	1	4935205.00
					State GST - ND 9.00%		444168.45
					Central GST - ND 9.00%		444168.45
<b>Item Text:</b>							
Cost Incl of GST							
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	1 ONE	Day 18.09.2019					
20	99540000	Area cleaning	1	ONE	200178.00	1	200178.00
					State GST - ND 9.00%		18016.02
					Central GST - ND 9.00%		18016.02
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	1 ONE	Day 30.09.2019					
40	99540000	Well (9Nos) backfilling	1	ONE	2682000.00	1	2682000.00
					State GST - ND 9.00%		241380.00
					Central GST - ND 9.00%		241380.00
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	1 ONE	Day 30.09.2019					

Purchase Order	
4401092838	/ 18.10.2019
Contact Person	
Muthukumaran M	Extn:
Muthukumaran.M@saint-gobain.com	

Item	Material / HSN/SAC Code	Description	Order Qty.	UOM	Net Price	Per unit	Amount
50	99540000	Boundary Wall Construction	1	ONE	20869207.00	1	20869207.00
					State GST - ND 9.00%		1880228.63
					Central GST - ND 9.00%		1880228.63

**Item Text:**

With Gate & GI Chain Link Fencing

**Delivery Schedule:**

Qty.	Unit	Deliv. Date
1	ONE	Day 30.09.2019

80	99540000	G.I. Chain link fencing GATE Double / Si	1	ONE	28293800.00	1	28293800.00
					State GST - ND 9.00%		2546442.00
					Central GST - ND 9.00%		2546442.00

**Delivery Schedule:**

Qty.	Unit	Deliv. Date
1	ONE	Day 30.09.2019

90	99540000	Road Sub base works and hume Pipe	1	ONE	29554845.00	1	29554845.00
					State GST - ND 9.00%		2659938.05
					Central GST - ND 9.00%		2659938.05

**Delivery Schedule:**

Qty.	Unit	Deliv. Date
1	ONE	Day 30.12.2019

<b>Total Gross Value</b>	86335235.00
<b>Total State GST - ND</b>	7770171.15
<b>Total Central GST - ND</b>	7770171.15
<b>Total Order Value</b>	101875577.30

Authorized By : Phani Kumar

**TERMS AND CONDITIONS - PURCHASE ORDER**

1. Purchasers in these conditions mean Saint-Gobain India Pvt Ltd "Seller" include all persons, Firms and companies who agree to sell to purchasers.
2. All the rates stated in this order are understood to be F.O.R. Plant unless otherwise expressly agreed.
3. Payment will be made usual calculated on the actual rate and quantity received and accepted at delivery point and their records will be considered final and decisive in this respect.
4. In case of strike accidents or other unforeseen contingencies causing stoppage of work at Purchaser's works they reserve the right to cancel or modify the order without being liable for any compensation.
5. "NO ASBESTOS" - Our Company maintains no asbestos policy, Kindly refrain from supplying of Asbestos in any form.
6. A Challan and/or Delivery Note quoting the number and date of the order must accompany all goods delivered by road, and in case of goods sent by post/rail/steamer the same must be posted on the same date the goods are dispatched. Separate Delivery Challan Bill shall be prepared for each Purchase Order.
7. Inspection of goods will be made by Purchasers at their own place and their reports shall be treated as final and will be binding on the sellers.
8. The time is the essence of this order and delivery of goods must be made as per delivery Schedule unless otherwise expressly agreed failing which the order will be cancelled.
9. In the Event of Sellers failure to supply the goods in time purchasers reserve the right of purchasing the goods from the market on Sellers account and risk & hold them liable for difference in prices and other incidental expenses arising there from.
10. In the event of goods supplied being not strictly in accordance with the specification mentioned in the order and or not received by the purchasers within the specified time of delivery, Purchasers reserves the right of refusing to take delivery and/or return the goods at Sellers risk and expenses both sides of freight and damages to be borne by Sellers.
11. Any demurrage wharfage or similar charges which purchasers have to undergo on account of Sellers failure to book the goods in accordance with the order or due to late delivery of the railway Receipt shall be borne by Sellers.
12. Payment will be withheld until this order is fully executed or otherwise expressly agreed.
13. These terms shall also be applicable to special Contract or otherwise expressly agreed
14. This order shall in all respect be subject to jurisdiction of the High Court of Judicature at Mumbai
15. In case documents are being negotiated through Bank, duplicate set of documents must be sent to us directly enable us to retire original from the Bank.
16. The purchaser will not be responsible for any, material sent in excess of the quantities ordered. No responsibility will be taken for goods supplied with an order signed by an unauthorized person.
17. The seller undertakes not to purchase the products from, either directly or indirectly, any country or region, which is subject to embargo or economic sanctions imposed by the United Nations, the European Union and/or the United States of America (jointly referred to as the "Target Countries"). The seller confirms that it has received the buyer's notification on prohibition of doing transactions with Target Countries as well as the corresponding obligations and the seller further confirms that it is aware of the aforesaid obligations and agreed to comply with this provision in the course of performing this Contract.



# SAINT-GOBAIN INDUSTRIES INDIA PVT LTD-GYPROC

**Supplier:**

5001902  
MEGHA INFRA PROJECTS .  
APGOS COLONY, ISUKHATHOTA,  
DNO: 54-11-49/7/301, NUELITE APARTMENTS,  
Visakhapatnam  
Andhra Pradesh 530022  
India  
GSTIN :37AAYFM3338D1ZY

Purchase Order	
4401199880	/ 15.09.2020
Contact Person	
Muthukumaran M	Extn:
Muthukumaran.M@saint-gobain.com	

**Deliver To:**

Vizag Plant  
Plot No's 16, 16A to 16M, 17, 18 and 18A  
Denotified area of APSEZ, Gurajapalem  
and Moturupalem Village,Rambilli Mandal.  
Visakhapatnam  
Andhra Pradesh 531011  
India  
GSTIN :37ABDCS3805L1Z4

**General Text:**

PO Amendment 2 :

added in scope:  
Bell mouth road works : Rs. 1,818,295 /-

Total revised order value : Rs. 17,417,362.00 /-

end of amendment 2

PO Amendment 1 :

Original PO value for Truck parking area road works: Rs. 9,367,480

added in scope:  
Road Works 170 M - Rs. 4,716,180 /-  
hume Pipe crossing - Rs. 491,313 /-  
Weighbridge civil works ; rs. 1,024,094/-

Total revised order value : Rs. 15,599,087 /-

end of amendment 1

Currency :INR

Terms of Payment :30 DAYS from date of invoice subject to acceptance

Incoterms :FOR FOR

Item	Material / HSN/SAC Code	Description	Order Qty.	UOM	Net Price	Per unit	Amount
20	99540000	Truck parking concrete work - 4104 sqmts	9,367,480	ONE	1.00	1	9367480.00
					State GST - ND 9.00%		843073.20
					Central GST - ND 9.00%		843073.20

**Item Text:**

Total area- 4,104 Sq Mtrs

**Delivery Schedule:**

Qty.	Unit	Deliv. Date
9,367,480	ONE	Day 30.10.2020

Regd. Office : Sigapi Aachi Building, Floor No 7, 18/3,Rukmini Lakshmi pathy Road, Egmore,Chennai – 600008

CIN NO : U26999TN2020PTC134262

Purchase Order	
4401199880	/ 15.09.2020
Contact Person	
Muthukumaran M	
	Extn:
Muthukumaran.M@saint-gobain.com	

Item	Material / HSN/SAC Code	Description	Order Qty.	UOM	Net Price	Per unit	Amount
30	99540000	Road Works 170 Mtrs	4,716,180	ONE	1.00	1	4716180.00
					State GST - ND 9.00%		424456.20
					Central GST - ND 9.00%		424456.20
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	4,716,180 ONE	Day 30.11.2020					
40	99540000	Hume Pipe crossing	491,313	ONE	1.00	1	491313.00
					State GST - ND 9.00%		44218.17
					Central GST - ND 9.00%		44218.17
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	491,313 ONE	Day 30.11.2020					
50	99540000	Weigh Bridge civil works	1,024,094	ONE	1.00	1	1024094.00
					State GST - ND 9.00%		92168.46
					Central GST - ND 9.00%		92168.46
<b>Item Text:</b>							
civil works							
<b>Delivery Schedule:</b>							
	Qty. Unit	Deliv. Date					
	1,024,094 ONE	Day 31.12.2020					
60	99540000	Road works at south Side Bell mouth	1,818,295	ONE	1.00	1	1818295.00
					State GST - ND 9.00%		163646.55
					Central GST - ND 9.00%		163646.55
<b>Item Text:</b>							
incl GST(Refer attached doc for breakup )							
<b>Delivery Schedule:</b>							



## SAINT-GOBAIN INDUSTRIES INDIA PVT LTD-GYPROC

Purchase Order	
4401199880	/ 15.09.2020
Contact Person	
Muthukumaran M	
	Extn:
Muthukumaran.M@saint-gobain.com	

Qty.	Unit	Deliv. Date
1,818,295	ONE	Day 30.11.2020

Total Gross Value	17417362.00
Total State GST - ND	1567562.58
Total Central GST - ND	1567562.58
Total Order Value	20552487.16

Authorized By : Gandhi BSS

**TERMS AND CONDITIONS - PURCHASE ORDER**

1. Purchasers in these conditions mean SAINT-GOBAIN INDUSTRIES INDIA PVT LTD-GYPROC "Seller" include all persons, Firms and companies who agree to sell to purchasers.
2. All the rates stated in this order are understood to be F.O.R. Plant unless otherwise expressly agreed.
3. Payment will be made usual calculated on the actual rate and quantity received and accepted at delivery point and their records will be considered final and decisive in this respect.
4. In case of strike accidents or other unforeseen contingencies causing stoppage of work at Purchaser's works they reserve the right to cancel or modify the order without being liable for any compensation.
5. "NO ASBESTOS" - Our Company maintains no asbestos policy, Kindly refrain from supplying of Asbestos in any form.
6. A Challan and/or Delivery Note quoting the number and date of the order must accompany all goods delivered by road, and in case of goods sent by post/rail/steamer the same must be posted on the same date the goods are dispatched. Separate Delivery Challan Bill shall be prepared for each Purchase Order.
7. Inspection of goods will be made by Purchasers at their own place and their reports shall be treated as final and will be binding on the sellers.
8. The time is the essence of this order and delivery of goods must be made as per delivery Schedule unless otherwise expressly agreed failing which the order will be cancelled.
9. In the Event of Sellers failure to supply the goods in time purchasers reserve the right of purchasing the goods from the market on Sellers account and risk & hold them liable for difference in prices and other incidental expenses arising there from.
10. In the event of goods supplied being not strictly in accordance with the specification mentioned in the order and or not received by the purchasers within the specified time of delivery, Purchasers reserves the right of refusing to take delivery and/or return the goods at Sellers risk and expenses both sides of freight and damages to be borne by Sellers.
11. Any demurrage wharfage or similar charges which purchasers have to undergo on account of Sellers failure to book the goods in accordance with the order or due to late delivery of the railway Receipt shall be borne by Sellers.
12. Payment will be withheld until this order is fully executed or otherwise expressly agreed.
13. These terms shall also be applicable to special Contract or otherwise expressly agreed
14. This order shall in all respect be subject to jurisdiction of the High Court of Judicature at Mumbai
15. In case documents are being negotiated through Bank, duplicate set of documents must be sent to us directly enable us to retire original from the Bank.
16. The purchaser will not be responsible for any, material sent in excess of the quantities ordered. No responsibility will be taken for goods supplied with an order signed by an unauthorized person.
17. The seller undertakes not to purchase the products from, either directly or indirectly, any country or region, which is subject to embargo or economic sanctions imposed by the United Nations, the European Union and/or the United States of America (jointly referred to as the "Target Countries"). The seller confirms that it has received the buyer's notification on prohibition of doing transactions with Target Countries as well as the corresponding obligations and the seller further confirms that it is aware of the aforesaid obligations and agreed to comply with this provision in the course of performing this Contract.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

M. Kanya Kumari  
DA 167641

..... 5654 Rs. 100/- D. 10/06/2021  
: to D. Sarala Kumari D/o. D. Appa Rao  
or Whom... Visakha Container Terminal Pvt. (LTD) /

M. KANYA KUMARI  
EXPERIENCED STAMP VENDOR  
No. 03/11/07/2011 RL.No. 03/11/02/2020  
30-10-24, Pidaparthivari Street  
Abagardens, Visakhapatnam,  
Cell: 8121537112

This stamp paper forms an integral part of the "PROCUREMENT CONTRACT" executed on 29<sup>th</sup> June, 2021 at Visakhapatnam between Visakha Container Terminal Private Limited and Megha Infra Projects.





ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

M. Kanya Kumari  
DA 167642

No. S.6.55 Rs. 100 Dt. 10/06/2021  
To D. Sarala Kumari D/o. D. Appa Rao  
For Whom Visakha Container Terminal Pvt. Ltd.

M. KANYA KUMARI  
LICENCED STAMP VENDOR  
No. 03/11/07/2011 RL.No. 03/11/02/2020  
# 30-10-24, Pidadarthiwar Street  
Dabagardens, Visakhapatnam,  
Cell: 8121537112

PROCUREMENT CONTRACT

THIS PROCUREMENT CONTRACT is made at Visakhapatnam, India on this 29<sup>th</sup> day of June, 2021 between:

Visakha Container Terminal Pvt. Ltd., a Company incorporated with limited liability under the Companies Act 1956/2013 (hereinafter referred to as the "Buyer" which expression shall include its successors and permitted assigns) and whose registered office is situated at Godrej Coliseum, Office No.801, 8th Floor, C-Wing, Behind Everard Nagar, Off Somaiya Hospital Road, Near Priyadarshini, Sion (East), Mumbai – 22, of the ONE PART;

AND

Megha Infra Projects, a Partnership Firm having its office at D.No. 54-11-49/7, 301, Nuelite Apartment, APGO's Colony, Isukathota, Visakhapatnam – 530022 (hereinafter referred to as the "Supplier" which expression shall include its successors) on the OTHER PART.

Buyer and the Supplier shall be individually referred to as a "Party" and collectively as "Parties"



## RECITALS

- A. The Buyer has been awarded vide concession agreement dated 17<sup>th</sup> December 2014a concession by the Board of Trustees of Vishakhapatnam Port Trust, to undertake, extension of the existing container terminal at Opposite Town Hall, Beach Road, Visakhapatnam Port Trust on DBFOT basis ("Project").
- (B) Buyer intends to appoint a supplier for the Supply (hereinafter defined) of reclamation material from suitable / alternate source and Delivery as per technical specifications proposed for the Buyer's Container Terminal Extension at the Project Site
- (C) Pursuant to the discussions held between the Parties, the Supplier had submitted letter No. MIP/VCT-/02/2021-2022, dated 20<sup>th</sup> May 2021 to the Buyer for the Supply of reclamation material ("Offer").
- (D) The Supplier represents to the Buyer that it has the experience, expertise and capability to execute the Supply of reclamation material in a safe, environmentally responsible and timely manner to enable the Buyer to achieve the timely completion and commissioning of the Project.
- (E) Relying upon the representations in Recital D and the Offer, the Buyer, appoints the Supplier to execute the Supply of the material, and the Supplier in turn agrees to execute the Supply of the reclamation material in a timely manner, on the terms and conditions as set out in this Contract and supply schedule stated in Schedule A.

**NOW THEREFORE**, in consideration of the foregoing and other good valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## CLAUSE 1 – DEFINITIONS AND INTERPRETATIONS

### CLAUSE 1.1 - DEFINITIONS

The following words and expressions appearing in this Contract shall have the meanings as defined here in this Clause, unless the context requires otherwise.

"**Agreement / Contract**" shall mean this Agreement together with its appendices and Annexures, executed by the Parties;

"**Affiliates**" means, in relation to any Person, any other Person that directly or indirectly through 1 (One) or more Person(s), Controls, is Controlled by, or is under common Control with, the Person specified; and in the case of a natural person, shall also include any Relative of such natural person.

"**Authority**" shall mean "Government" or "Governmental Authority"

"**Applicable Laws**" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of this Contract.

"**Applicable Clearances**" shall mean any clearance, permit, authorization, consent, license (including without limitation, any licenses), lease, ruling, exemption, filing, agreements, or approval, required to be obtained and maintained by the Supplier from time to time, in order to execute the Supply of the reclamation material in accordance with this Contract.

"**Bank Guarantee**" shall mean the guarantee to be procured in accordance with Clause 3.10.



**"Business Day"** shall mean any day (excluding Saturday, Sunday and public holiday) that is a normal working day in the scheduled Indian banks at Visakhapatnam, India.

**"Contract Sum"** shall mean the aggregate of the BOQ price plus the taxes, duties, levies and charges, if applicable, payable in relation to the Supply of the Material. The detailed breakup of the Contract Sum is set out in **Schedule B**.

**"Defect Liability Certificate"** shall mean the certificate to be issued in accordance with **Clause 10.7**.

**"Defects Liability Period"** shall mean a period of 365 days for from the date of the Delivery of Material at the Project Site

**"Delivery"** or **"Supply"** shall mean the Supply of the reclamation material at the Project Site, in accordance with **Clause 8** of this Contract and shall include ~~design, procurement of goods and components, manufacturing of the Material, successful Factory Acceptance Tests, Delivery to the Project Site and the Performance Tests of the Material as per the Activity Schedule.~~

**"Buyer Representative"** shall mean any person belonging to or appointed by the Buyer, duly designated for performing the roles stipulated under this Contract for and on behalf of the Buyer.

**"Buyer Requirements"** shall mean the document detailing the specification, purpose and other requirements (including the design) and other technical criteria for the reclamation material provided to the Supplier by the Buyer.

**"Effective Date"** shall mean the date established in accordance with **Clause 20**.

**"Material"** shall have the meaning as set out in the Recitals and such reclamation material shall be as detailed in **Schedule H**.

**"Factory Acceptance Tests"** shall mean the ~~Factory Acceptance Tests, provided for in Clause 5 of this Contract.~~

**"Good Industry Practice"** means the exercise of the degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would be expected from a skilled and experienced person engaged in the supply of the type, nature and scope similar to that of the Supply of the reclamation material.

**"Other Contractors"** shall mean any persons or persons undertaking the Other Works.

**"Other Works"** means works other than the Supply of the Material, performed or undertaken by the Buyer or Other Contractors or suppliers of the Buyer or any contractor employed in connection with the Project and/or services related thereto or by public or private utilities or by any statutory authority or other authorities, either prior to, concurrently or sequentially with the Supply of the Material, on, over or adjacent to the Project Site in connection with or related to the Project and which may be connected to, associated with, ancillary to or otherwise related to or relevant to the Supply of the Material.

**"Project Site"** shall mean the land specified in **Schedule C**.

**"Performance Test"** shall mean ~~Performance Tests carried out by the Supplier in the presence of the Buyer Representative, on the Project Site, as provided for in Clause 7.2.~~

**"Completion Certificate"** shall mean the certificate to be issued by the Buyer or the Buyer Representative evidencing that Supply of reclamation material have been successfully completed.



## CLAUSE 1.2 – INTERPRETATION

- 1.2.1 This Contract shall be governed by the laws of India.
- 1.2.2 In event of any conflict or discrepancy between the Clauses of this Contract and any Schedule to this Contract the Clauses of this Contract shall prevail.
- 1.2.3 The Offer shall be considered as an integral part of this Contract and shall be deemed to be incorporated herein by reference. In case any conflict or discrepancy between the Offer on one hand and this Contract on the other hand, the provisions of this Contract shall prevail to the extent of such inconsistency or discrepancy.
- 1.2.4 Any amendment to this Contract and its Schedule shall be in writing and signed by both Parties.
- 1.2.5 The failure of either Party to enforce any provision of this Contract shall not be considered as a waiver of such provision or of the right of such party thereafter to enforce the same.
- 1.2.6 Notwithstanding anything to the contrary contained in this Contract, in case of any inconsistency between the provisions of this Contract and the provisions of the Concession Agreement, the provisions in the Concession Agreement shall prevail over such inconsistent provisions, to the extent of such inconsistency.
- 1.2.7 Notwithstanding anything to the contrary contained in this Contract, the Parties hereto expressly agree and acknowledge that the Authority in its sole discretion shall have the right to step into this Contract under Clause 15.8 of the Concession Agreement, in accordance with the provisions of the Concession Agreement in substitution of the Buyer, in the event of termination, suspension, as defined in the Concession Agreement.

## CLAUSE 2 – SCOPE OF THE CONTRACT:

- 2.1 The Supplier undertakes to Supply the reclamation material such as filling material / gravel / rough material (HSN Code 2517) / non-mined material ( debris, construction debris) in accordance with Applicable Laws, Applicable Clearances, Buyer Requirements and Good Industry Practices. The scope of Supply will include all aspects required to execute the Supply of reclamation material from suitable / alternate source and delivery at Project Site.
- 2.2 The Material shall be delivered to the Buyer along with the documentation consisting of:
- (i) Detailed Material data in the proforma approved by the Buyer Representative;
  - (ii) Certificates of approval from statutory or local authorities for the supply of the Material, wherever such approval or certification is required;
- 2.3 The Supplier shall ensure that the Supply of the Material is in accordance with Applicable Laws, Applicable Clearances, Buyer Requirements and Good Industry Practices.
- 2.4 The Supplier shall complete the Supply of the reclamation material within **2 months** from the date of this Contract. The Supplier shall submit a delivery schedule on a weekly basis clearly detailing the manner for achieving the time for the Supply of the Material. The Supplier undertakes the Supply of the Material shall be completed in accordance with the Delivery Schedule.
- 2.5 Supplier acknowledges the risks, contingencies and condition of the Project Site and has specifically stated that the financial, technical, commercial, security, legal and other risks in relation to the Supply of the Material shall be to the account of the Supplier with no recourse to the Buyer.
- 2.6 The Supplier shall duly comply with Applicable Laws and Applicable Clearances at its own cost. The Supplier shall take necessary comprehensive insurance covering all its employees and procure Applicable Clearances as may be necessary for performance of this Contract before the



commencement of the Supply of the Material. The Supplier shall indemnify and compensate the Buyer, if Buyer becomes liable to assume any liability towards the workforce engaged by the Supplier for the purposes of this Contract.

- 2.7 ~~Upon completion of the Supply of Material but prior to the issue of the completion certificate of acceptance for the Supply of Material, the Supplier shall clear the Project Site of all Supplier's equipment and temporary works of every kind and leave the Project Site clean and in a workmanlike condition, tidy and in an aesthetically pleasing appearance to the satisfaction of Buyer Representative.~~
- 2.8 The Supplier shall only have access to and possession of the Project Site to the same (and no greater) extent as the Buyer has been granted under the Concession Agreement and upon the same restrictions as granted thereunder.

### CLAUSE 3 – CONTRACT SUM AND TERMS OF PAYMENT

- 3.1 The accounting and payment currencies shall be in Indian Rupees.
- 3.2 The work included in this Contract Sum shall be the Supply of Material.
- 3.3 Except as otherwise expressly provided in this Contract, the Contract Sum is a BOQ price for the Supply of the Material and shall not be subject to adjustment or recalculation and is as specified against the Material details in **Schedule B**.
- 3.4 The Supplier agrees that it has satisfied itself before entering into this Contract as to the correctness and sufficiency of the Contract Sum and that the cover all its obligations under and in relation to the Supply of Material, whether the same is expressly provided for in this Contract or is to be reasonably inferred there from or is necessarily incidental thereto and includes any and all direct, indirect and ancillary charges required for the Supply of the Material, other than charges specified in Clause 3.5 of this Contract.
- 3.5 The Contract Sum shall be inclusive of GST and all other taxes, duties and levies, if applicable, payable by the Supplier in India or outside India, relating to the Supply of Material.
- 3.6 All payments made by the Buyer to the Supplier shall be subject to deduction of income tax or withholding tax, as determined by the Buyer in accordance with Applicable Laws.
- 3.7 **Terms of Payment**

Contract Sum to be paid to the Supplier is specified in **Schedule B** and shall be paid in the following manner:

- i) **95%** of Contract Sum against running bills.
- ii) **5%** retention of the Contract Sum to be retained in each Bill. The retention amount will be released upon completion of Supply.
- iii) **RA Payment:** The Buyer shall pay the amount as certified in a certificate of payment no later than 7 business days from the date of such certificate of payment.
- iv) **Final Payment:** The final payment shall be made to the Supplier within 60 (sixty) business days of the notice of the Final Payment, subject to the approval of the Independent Engineer where required. The Buyer will issue to the Supplier a final certificate of payment certifying the payment which the Buyer proposes to make which in the opinion of the Buyer, on the basis of the final



request for payment and the Contract, is due to the Supplier less any amount which the Buyer is entitled to withhold, return or set off pursuant to the Contract ("the Final Payment").

- v) The Supplier has to ensure production of the following documents along with the invoice submitted for payment.
  - Proof of GST payment
- vi) The Supplier has to ensure production of the following documents upon signing of this Agreement.
  - Certified copy of GST
  - Certified copy of PAN

In case of any dispute with regard to any invoice, the same shall be subject to dispute resolution in accordance with Clause 13 of this Contract.

In case the GST Authorities initiates any actions or issues any notices to Supplier arising out of or in connection with the non-compliant invoices raised by the Supplier, the Supplier will inform the Supplier, who will take all necessary steps to defend / respond the respective proceedings, actions taken by the GST Authorities in consultation with the Supplier."

All liabilities, damages, losses, costs, charges expenses (including the legal costs) and all other sums of money, which the Supplier may be required to pay, suffer or incur and also against all claims, demands, actions, proceedings that may be made, filed, taken or instituted against the Supplier by the GST Authorities arising out of or in connection with the non-compliant invoices issued by the Supplier.

### 3.9 Mode of Payment

All payments referred to in Clause 3.7 above, shall be effected against presentation of requisite documents set forth in Clause 3.7. The payments will be made by bank transfer or Demand Draft/Cheque, in favour of Supplier's Account as follows:

**Bank Name:** ANDHRA BANK  
**Account Number:** 104711100000733 (IFSC CODE ANDB0001047)  
**BRANCH:-** R.K.MISSION , BEACH ROAD, VISAKHAPATNAM.

The Supplier may designate a different Bank at its sole discretion upon written notification to the Buyer.

### 3.10 Bank Guarantee

- (i) A Bank Guarantee for an amount equivalent to **5 (Five) percent** of the value of Contract Sum as per specimen in Part A of **Schedule E** from a scheduled bank in India, will be furnished by the Supplier for the due observance and performance by the Supplier of this Contract. The cost of obtaining the Bank Guarantee shall be at the expense of the Supplier and shall be deemed to be included in the Contract Sum. The Supplier shall maintain the said Performance Guarantee so that it shall remain in full force and effect until completion of delivery and acceptance of the reclamation materials by the Buyer. The Bank Guarantee must be submitted within 7 (seven) days of the date of issue of Contract
- (ii) In addition to any other rights of the Buyer, the Bank Guarantee will be subject to encashment by the Buyer in case of a breach of this Contract by the Supplier at Buyer's sole discretion.

## CLAUSE 4 – QUALITY ASSURANCE, STANDARD OF WORKMANSHIP AND MATERIALS

- 4.1 The quality and finish of the Material shall conform to the standards specified in the Buyer Requirements, be in accordance with the Applicable Laws and Applicable Clearances.



- 4.2 The Supplier shall be responsible for any discrepancies, errors, or omissions in the information supplied by him.
- 4.3 The Material shall be delivered at the Project Site.
- 4.4 Without prejudice to the Supplier's warranties under this Contract, ~~the Supplier shall obtain for the Employer, the manufacturers warranties for the Material in accordance with the Employer Requirements and must obligate the respective manufacturers at their sole expense to rebuild, remove and replace Material which has defects and deficiencies and, where required by the Buyer, must travel to and from and perform such activities at the Project Site.~~

~~All manufacturers' or other warranties must run directly in favour of, and be enforceable by, the Buyer, provided however, that during the Defects Liability Period, the Supplier at its own expense and as agent for the Buyer be responsible for enforcing such warranties.~~

~~Without prejudice to the Supplier's warranties contained in this Contract, in the event that Buyer seeks to enforce a claim based upon a manufacturer's warranty, and if such manufacturer fails to honour its warranty based in whole or in part, on a claim of defective installation, the Buyer shall be entitled to enforce the manufacturer's warranty against the Supplier in accordance with the terms of the warranty; or, at Buyer's option, the Supplier must defend and indemnify the Buyer from and against any liability in respect of such defect and deficiency, provided however, that a claim of defective installation is not a defence to any warranty claim by the Buyer.~~

#### CLAUSE 5 - FACTORY ACCEPTANCE TESTS

##### 5.1 Time and Place

~~The Factory Acceptance Tests shall be performed at the place of manufacture of the Material, at the time specified in the Activity Schedule to this Contract. If the Buyer so desires, the Factory Acceptance Test shall be conducted in the presence of Buyer's Representative.~~

~~The Supplier shall give the Buyer a minimum of \_\_\_ (\_\_\_\_\_) days' notice in writing of the date of commencement of Factory Acceptance Tests, so that Buyer's Representative can be present. Should for any reason the Buyer not agree on the date of Factory Acceptance Test, the Buyer shall be allowed to delay such date by a maximum of \_\_\_ (\_\_\_\_\_) days, after the date of Factory Acceptance Tests intimated by the Supplier.~~

##### 5.2 Conduct

~~If Buyer's Representative(s) are present at Factory Acceptance Test and the results thereof show that the Material is in accordance with the relevant test schedules, the Buyer shall sign two (2) copies of the Supplier's Factory Acceptance Test certificate which shall be presented to the Supplier at the time and place of testing. Upon signatures, both the copies will be retained by the Supplier, and the Material shall be deemed to have been accepted by the Buyer.~~

##### 5.3 Absence of Buyer's Representative

~~If for any reason Buyer's Representative(s) is not present at the date of Factory Acceptance Tests as given above, the Supplier shall proceed with the tests which shall be deemed to have been carried out in the presence of Buyer's Representative. Provided that the results of such testing's show that the Material is in accordance with the requirements of the relevant test schedules. The Supplier shall sign four (4) copies of the Supplier's Factory Acceptance Tests Inspection Note in the format as provided under Schedule F with endorsement to the effect that Supplier's Representative's was not present at such tests.~~

- 5.4 A Factory Acceptance Test shall be deemed to be successful in case it attains the criteria of performance listed in the Buyer Requirements.



#### 5.5 — Repeat Testing

~~Should the Factory Acceptance Tests not be successful, Factory Acceptance Tests shall be rescheduled on dates to be mutually agreed upon by the Parties. The costs of Buyer attending any Factory Acceptance Tests shall be borne by the Supplier.~~

#### 5.6 — Expenses

~~All expenses relating to Factory Acceptance Tests at the place of manufacture shall be borne by the Supplier.~~

~~All charges relating to Factory Acceptance Tests such as air fare and accommodation for Buyer's Representative(s), shall be borne by the Buyer. For security clearance, Buyer shall provide the Supplier with the necessary bio-data of its representative(s) attending the Factory Acceptance Tests. The Factory Acceptance Tests team shall comprise of Supplier Representative(s) of at least 2 members, nominated by the Buyer.~~

#### 5.7 — Duration

~~The normal duration of Factory Acceptance Tests shall be approximately XXX working days, and may be subject to changes due to unforeseen circumstances.~~

#### 5.8 — Schedule

~~The Factory Acceptance Tests procedure/schedule shall be provided by Supplier to the Buyer at least \_\_\_\_\_ (\_\_\_\_\_) weeks prior to the Factory Acceptance Tests of the Material. The Buyer will provide its comments in writing within 10 (ten) days of the receipt of the same, otherwise the Supplier's procedure/schedule will be accepted as final.~~

### CLAUSE 6 – OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES

#### 6.1 Obligations

- (i) It is the obligation of the Supplier to deliver the Material to the place of delivery as specified in Clause 8 of this Contract including customs/Government clearances.
- (ii) The Supplier shall provide documentary assistance to the Buyer, if required, in obtaining Applicable Clearances or availing any concessional rate of duty, etc., from any statutory authority in India.
- (iii) The Supplier shall ensure that no damage is caused to the highways, railways or bridges while transporting the Material to the Project Site.
- (iv) The Supplier shall inform the Buyer as soon as it foresees any circumstance or event which is likely to delay the execution of the Supply of the Material. The Supplier agrees that the intimation shall not affect any of the rights of the Buyer, including the claim of liquidated damages as provided in Clause 9 of this Contract.
- (v) The Supplier shall at all times ensure that all materials, equipment, machinery, etc installed and or used for the Supply of the Material including the repair will be of sound and merchantable quality, workmanship in accordance with Good Industry Practice and fit for the purpose.
- (vi) The Supplier shall comply with the environment management strategy and all environment laws and ensure that the Supply of the Material is performed in a safe and environmentally responsible manner.



- (vii) The Supplier acknowledges that the Buyer shall not be liable for any delays caused due to the delays in the independent engineer's review.

## 6.2 Representations and Warranties

The Supplier represents and warrants to the Buyer that:

- (i) It is a duly incorporated entity and validly existing under the laws of India and has full legal power and management approval to enter into and perform all its obligations under this Contract and has taken and will take all necessary steps for the performance of its obligations under this Contract.
- (ii) It has been provided with all the information and documents by the Buyer required for the Supply of the Material. The Supplier has examined and discussed Buyer's Requirements with the Buyer and is satisfied that there is no discrepancy, inconsistency, ambiguity or omission in the Buyer's Requirements. Further, Buyer Requirements are accurate, complete, technically feasible and sufficient in all respects for the execution of the Supply of the Material and the Supplier has agreed to accept full responsibility for the technical specifications comprised in the Buyer's Requirements.
- (iii) It is fully experienced, qualified and capable to carry out the Supply of the Material;
- (iv) It will exercise all the skill, care and diligence as may be expected of a qualified, experienced and competent supplier while carrying out the Supply of the Material.
- (v) It shall at all times comply with all Applicable Laws and Applicable Clearances, in effect at the time of execution of the Supply of the Material.
- (vi) the Supplier shall execute the Supply of the Material utilising technology, goods and material, equipment, codes of practice and regulations, Buyer Requirements and Good Industry Practice.
- (vi) Upon occurrence of an event of default under this Agreement, the supplier shall act in accordance with the consent letter signed with the lenders

## CLAUSE 7 – PERFORMANCE TESTS

~~7.1 The Supplier acknowledges that the execution of the Supply of the Material shall be required to coordinate with other activities at the Project in view of their concurrent and sequential nature and that such coordination is of utmost importance to the successful integration of the Supply of the Material with the other activities and the timely completion of the Project. The Supplier agrees and undertakes to meet and satisfy at its own cost, the Delivery requirements specified in the Buyer Requirements.~~

~~7.2 A detailed Performance Test procedure/schedule shall be drawn up by the Supplier and delivered to the Buyer for approval at least one month prior to the commencement of the Performance Tests of the Material. Buyer's approval shall not be unreasonably withheld and shall be deemed to be given in case of no response from the Buyer within \_\_\_\_ (\_\_\_\_) days from the date of Delivery.~~

~~The Supplier shall check and test all Material and units in accordance with the scope of Buyer's Requirements~~

~~7.3 The Performance Test shall be conducted immediately by Supplier upon the Material being delivered to the Project Site. The Performance Tests shall be conducted by the Supplier at the Project Site, according to the trial procedure/schedule as mentioned in Clause 7. If the results of the Performance Tests show that the Material is in accordance with the relevant trial procedure/schedule, Buyer shall sign two copies of the Completion Certificate of acceptance (as per form set out in Schedule G) presented to them by Supplier. One copy shall be retained by the Buyer, and one copy given to the Supplier.~~



~~7.4 Subject to the signing of the Completion Certificate of acceptance by the Buyer, Supplier will not be entitled to retain any hard copy and/or records of these results. The decision whether Performance Test's had been satisfactory completed or not, shall be with the Buyer and in accordance with the applicable criteria specified herein.~~

#### **CLAUSE 8 – DELIVERY**

8.1 The Supplier shall at its own risk and expense, be fully responsible for delivery of material at the Project Site, unloading and proper storage and security of all Material and other materials etc. required for the purposes of this Contract and for or in connection with the Supply of the Material and for making all arrangements in connection therewith and for the reception thereof on the Project Site.

The Supplier shall use every reasonable means to prevent any of the highways, railway or bridges communicating with or on the routes to the Project Site (including access and link roads to the Project Site) from being damaged or injured by any traffic of the Supplier or any of its subcontractors. In particular the Supplier shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and materials to and from the Project Site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges. The Supplier shall indemnify and hold harmless the Buyer from and against any claims, proceedings, damages, costs, charges or expenses in respect of damage to any highway, railway, bridges or any other traffic facilities or route for vehicular movement and/or persons that may be caused by the traffic of the Supplier or any of its subcontractors. Where the nature of the Supply of the Material is such as to require the use by the Supplier of waterborne transport the forgoing provisions shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

#### **8.2 Procedure for Delivery**

(i) The Supplier shall provide a Delivery Schedule to the Buyer stating the scheduled delivery date or part thereof to be dispatched.

The Supplier shall notify the Buyer, 7 (seven ) days prior to the scheduled delivery dates, of the anticipated date of delivery. The Buyer shall render all necessary assistance to the Supplier.

(ii) Upon dispatch of the consignment, Supplier shall notify by fax/email all details concerning the dispatch to the Buyer together with a packing list itemizing the contents of each case. The Supplier shall provide all attendance, handling and transport up to and including off-loading into the appropriate Project Site storage area.

(iii) The Supplier shall be responsible at its own cost for obtaining any Applicable Clearances necessary and permissions from Government authorities for Supply of the Material. The Buyer shall use its reasonable endeavours in assisting the Supplier, where required in obtaining the customs clearance of Material and other materials required for Supply of the Material.

#### **8.3 Marking**

When marking any Equipment or materials, the Supplier shall be responsible for ensuring that all such equipment and any part thereof and their transportation vehicles are properly marked and consigned to

Company: Visakha Container Terminal Pvt Ltd  
Address: Opposite Town Hall, Beach Road, Visakhapatnam-530001.  
Contact Person: Mr. Sistla Lakshminarayana, Vice President – Projects  
Contact No. M: + 91 9940227157 | D: + 91 891 287 7011 | T: + 91 891 287 7000



#### 8.4 Invoices and Dispatch Documents

Upon the dispatch of Material, the Supplier shall furnish the Buyer Representative with all relevant transportation, insurance and testing documentation in respect of such Material, including without limitation:

- (i) Weighment receipt;
- (ii) Commercial invoices;

#### 8.5 Discrepancy or Shortage

Inspection of Material shall be made by Supplier in the presence of Buyer's Representative. Any discrepancy or shortage or damage to the Material shall be immediately noted in writing and signed by Buyer's Representative and/ or the Supplier's representative. Such short comings replaced free of cost by Supplier.

#### 8.9 Extension

In the event that the Supplier reasonably considers that it is entitled to any extension of time pursuant to this Contract, then any such extension of time shall be subject to sole discretion of the Buyer.

### CLAUSE 9 – LIQUIDATED DAMAGES FOR LATE DELIVERY

- 9.1 The Parties hereby agree that, the time is the essence of the Contract. In case the Supplier is not able to complete the Supply of the Material within the Delivery Schedule, the Supplier shall be liable to pay, or the Buyer shall recover as a debt due, liquidated damages (and not as penalty) at the rate of 1 (one) percent of the Contract Sum per week, for each week after the expiry of the time period specified in the Delivery Schedule, subject to the maximum of 10 (ten) percent of the Contract Sum.

The Parties acknowledge that the liquidated damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by the Buyer in the event of any such failure on the part of the Supplier and the Supplier irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of liquidated damages are not reasonable nor will it put the Buyer to the proof thereof, nor further contend that its agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the Buyer.

Nothing contained in this Clause shall operate to restrict any other rights and remedies available to the Buyer under the Applicable Laws or under this Contract.

### CLAUSE 10 – DEFECTS LIABILITY PERIOD

- 10.1 ~~The Supplier warrants that the Material under this Contract shall be free from defect in materials, workmanship and manufacture and will be as per specification under the Buyer Requirements, on all aspects.~~
- 10.2 ~~During the Defects Liability Period, the Supplier agrees, at no cost whatsoever to the Buyer, to undertake all such work of repair, amendment, reconstruction, rectification and make good defects, imperfections or other faults in the Material, or as may be directed by the Buyer, which is caused due to the use of materials or workmanship not in accordance with this Contract or the neglect or failure on the part of the Supplier to comply with any of its obligations, expressed or implied, under this Contract.~~
- 10.3 ~~The Buyer shall notify the Supplier in writing by fax and / or express mail of any defects, within 30 (thirty) days of detection and the notice of defect shall describe the conditions under which the defects~~



have arisen. In order to facilitate the diagnosis of the defect and implementation of expeditious and efficient means to cure the same, the Buyer shall provide all necessary information allowing the Supplier to reproduce the process, which has given rise to the defect. Defect report shall be accepted by the Supplier under the above warranty provisions when received on or before the expiry defect of the relevant Defect Liability Period.

- 10.4 The Supplier shall arrange to transport the defective items from the Project Site and shall arrange to redeliver them back to the Project Site, with the cost of freight paid by the Supplier.
- 10.5 All charges including packing, forwarding and import / export duties in respect of the defective parts under Defects Liability Period, as well as the replacement parts under warranty shall be borne by the Supplier, notwithstanding anything to the contrary contained in this contract, except when terms and conditions of Clause 10.7 are duly applied.
- 10.6 At all times during the Defects Liability Period, the Buyer shall be fully entitled to execute all work of repair, amendment, reconstruction, rectification and make good defects, imperfections or other faults in the Material by its own workmen or by other contractors and if the necessity thereof shall in the opinion of Buyer's Representative be due to the use of materials or workmanship not in accordance with this Contract or the neglect or failure on the part of the Supplier to comply with any obligations, expressed or implied under this Contract, the Buyer shall be entitled to recover from the Supplier the cost thereof or may deduct the same from any monies due or that become due to the Supplier.
- 10.8 Supplier will issue a Defects Liability Certificate, certifying that the Supplier has performed all its obligations satisfactorily during the Defects Liability Period.

#### CLAUSE 11 – TERMINATION

- 11.1 The Buyer shall have the right to terminate this Contract by giving a 15 (fifteen) calendar days' notice in case:
- (a) a petition or application for winding up of the Supplier has been admitted and a liquidator has been appointed or an order of bankruptcy or an order of winding up or dissolution of the Supplier has been made.
  - (b) the Supplier assigns or transfers any right or interest under this Contract in breach of this Contract.
  - (c) the Supplier commits breach of any of the terms and conditions contained herein and such breach is not remedied within 7 (seven) days of such notice.
  - (d) the claim of the Buyer for liquidated damages, reaches the maximum limit, as provided under Clause 9 of this Contract.
  - (e) the Supplier is restrained from carrying on business in India.
- 11.2 The Supplier shall have the right to terminate this Contract in case a petition or application for winding up of the Buyer has been admitted and a liquidator has been appointed or an order of bankruptcy or an order of winding up or dissolution of the Buyer has been made.
- 11.3 **Upon Termination**
- Upon Termination for any reason whatsoever, the Supplier shall if instructed by the Buyer:
- (a) cease all further supplies as instructed by the Buyer in the termination notice;
  - (b) refund of entire money paid by Buyer as at the termination date;



#### CLAUSE 12 – INSURANCE

- 12.1 The Supplier shall at its cost and expense, purchase and maintain in force with reputable insurers, applicable insurances throughout the effective period of this Contract.
- 12.2 The Supplier shall provide to the Buyer copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this Contract (including the provision of copies of renewal confirmations as soon as possible).
- 12.3 The Supplier shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid and furnish copies thereof to the Buyer. Within 25 (twenty-five) days of receiving any insurance policy certificates in respect of the aforesaid insurances, the Supplier shall furnish to the Buyer, copies of such policy certificates, copies of the insurance and evidence that the insurance premiums have been paid in respect of such insurances for the approval of the Buyer, such approval not to be unreasonably withheld.
- 12.4 The Supplier will bear the cost of all insurance premiums in relation to the insurances.
- 12.5 Subject to the provisions of the financing agreements executed with the lenders of the Project and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Supplier towards supply of the Material or any part thereof which may have been damaged or destroyed.

#### CLAUSE 13 – ARBITRATION

- (i) All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of or in connection with this Agreement (each a "Dispute"), shall at the first instance be resolved through good faith negotiations between the designated senior officials of each of the Parties, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation.
- (ii) If the Parties are unable to resolve the Dispute in question within thirty (30) days of the commencement of negotiations in terms of Clause 13(i), then the Dispute may be submitted to final and binding arbitration at the request of any of the disputing Parties upon written notice to that effect to the other Parties. In the event of such arbitration:
- (a) The arbitration shall be in accordance with the rules of the Indian Arbitration and Conciliation Act, 1996 in force at the relevant time (which is deemed to be incorporated into this Agreement by reference).
- (b) All proceedings of such arbitration shall be in the English language, and shall be held in camera with full confidentiality of the proceedings and of any and all materials, documents and information submitted in such proceedings. The venue of the arbitration shall be Visakhapatnam, which shall be the seat of the arbitration, and the courts of Visakhapatnam shall have exclusive jurisdiction over the arbitration proceedings.
- (c) The arbitration panel shall consist of 3 (three) arbitrators, of which one (1) arbitrator shall be appointed by the Buyer, one (1) arbitrator shall be appointed by the Supplier and the third arbitrator shall be appointed jointly by the 2 (two) arbitrators so appointed and shall be the chairman of the arbitration panel. In the event the 2 (two) arbitrators appointed by the parties fail to appoint the chairman within seven (7) days of their appointment, either party shall be entitled to approach a court of competent jurisdiction to appoint the chairman in accordance with the Indian Arbitration and Conciliation Act, 1996.
- (d) Arbitration awards shall be reasoned awards and shall be final and binding on the disputing Parties.
- (iii) The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in dispute, and



the arbitrators shall give due consideration to such performance, if any, in making a final award

- (iv) Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 13.
- (v) This Clause constitutes an irrevocable consent by the Parties to any proceedings in terms thereof and no Party shall be entitled to withdraw there from or to claim at any such proceedings that it is not bound by this Clause 13.
- (vi) This Clause is severable from the rest of this Contract and shall remain in effect even if this Contract is terminated for any reason. Unless the arbitrator(s) order otherwise, the Parties shall bear their own legal costs and expenses in relation to the arbitration proceedings conducted in accordance with this Clause.

13.1 Notwithstanding Clause 13, the Supplier undertakes to conduct any and all disputes arising between it and the Personnel or vendor or any third party employed/hired by it in a manner that does not impose any liability or obligation on the Buyer and without any impact on the Services.

#### **CLAUSE 14 – RIGHT OF ASSIGNMENT**

- 14.1 The Supplier shall not transfer or assign its rights or obligations under this Contract without the prior written consent of the Buyer.
- 14.2 The Buyer may transfer any or all of its rights, benefits and obligations under this Contract to any of its affiliate companies or its lenders.
- 14.3 In case of assignment or creation of security in favour of the lenders, the Supplier shall reasonably cooperate with the Buyer and such lenders and shall, at the Supplier's sole expense, provide such notices or documents in a form as prescribed in Schedule I or execute such direct agreements in such form as may be approved by the lenders.

#### **CLAUSE 15 – TAXES AND DUTIES**

- 15.1 The Supplier shall bear and pay all taxes, duties and statutory levies in connection with the execution and/or performance of this Contract. Any Indian personnel/individual income tax, applicable on the Supplier's representatives in relation to this Contract shall be payable by the Supplier.
- 15.2 All payments made by the Buyer to the Supplier shall be subject to deduction of income tax or withholding tax, as determined by the Buyer in accordance with Applicable Law. The Supplier indemnifies and agrees and undertakes to keep indemnified and hold harmless the Buyer from any liability on account of any and all such taxes, levies, duties, assessments and deductions, whether payable in India or outside India.

#### **CLAUSE 16 – INDEMNIFICATION**

- 16.1 The Supplier shall indemnify the Buyer and hold harmless the Buyer, its directors, employees, agents or representatives from and against any loss, damage, claims, proceedings, damages, costs, charges, expenses or liability suffered by the Buyer, its directors, employees, agents or representatives due to any fault, omission, breach of any of its obligations under this Contract or any law for the time being in force.



#### CLAUSE 17 – CONFIDENTIALITY

- 17.1 The Supplier and its employees shall not use or disclose the terms of this Contract and any confidential information, obtained directly or indirectly from the Supplier or its employees or representatives, otherwise than for the performance of its obligations under this Contract.

#### CLAUSE 18 – OPTION

The Buyer shall have the right to place a separate order on the Supplier within 120 days from the Effective Date, for the provisional works listed in Schedule H, including the annual maintenance contract and main Material spares as per the cost, terms and conditions set out in this Contract. The price of the spares shall remain same till ninety (90) days from the Effective Date of this Contract. Beyond this, cost will be escalated through application of the mutually agreed escalation formula per annum whichever is less.

#### CLAUSE 19 – TRADEMARKS AND COPYRIGHTS

- 19.1 The Supplier assures the Buyer that there is no infringement of any industrial or intellectual property right occasioned by the supply and transfer of documents and connected materials which are the subject matter of this Contract. The Supplier undertakes to indemnify the Buyer, its directors, employees, agents or representatives against all costs, expenses and claims of damages made by the third party arising from any alleged infringement of industrial/intellectual property rights arising or resulting from use of the materials under this Contract and the Supply of the Material.
- 19.2 The Buyer shall inform the Supplier promptly of any claim or suit or any other proceeding about the alleged infringements so that Supplier can take all alleged infringement.
- 19.3 In the event, of any such claim or suit or any other proceedings by the third party, Supplier agrees the following at his cost:-
- (i) To negotiate the agreement with such third party or parties so that the materials under this Contract are no longer infringed upon by any alleged industrial/intellectual property right claim made by any third party /parties.
  - (ii) To defend any claim suit or proceeding at his own cost and expenses and to satisfy the decree/order in any such claim, suit or proceedings at his expenses and cost.
  - (iii) In case Supplier does not succeed in settling the claim/suits filed by any third party in respect of the industrial/intellectual property right, etc. as above, in that event the Supplier undertakes to reimburse the claimed amount, if any, made to the third party by the Buyer.

The provisions of this Clause shall survive the expiration or prior termination of this Contract.

#### CLAUSE 20 – EFFECTIVE DATE

This Contract shall come into force on the date of this Agreement.

#### CLAUSE 21 – SAFETY PRECAUTIONS

- 21.1 The Supplier shall obtain and maintain the necessary licenses and shall pay at his cost any fee connected therewith.
- 21.2 A competent, qualified and authorised engineer shall be on the Project Site whenever the Supplier's men are at work. The supervisor should ensure that all plant and machinery used on the Quarry Site are rendered safe for working and meets with the Indian or international safety standards applicable for the use and operation of such machinery. The supervisor should also ensure that the workmen are supplied with and made to use safety appliances such as safety belts, life lines, helmets etc



- 21.3 Smoking shall not be encouraged on the project Site but altogether strictly prohibited in areas where combustible and inflammable goods / materials are stored or lying about.
- 21.5 It is entirely the responsibility of the Supplier to practice the principles of 'Safety First' during the entire tenure of Supply of the Material with adequate insurance covering injury of death to workmen, loss by theft or damage to materials and property in position or not and third party liability stipulated.
- 21.6 The Supplier should clear the Project Site of all debris to avoid accidents. In case this is not done, the Buyer may engage necessary labour to maintain the cleanliness of the premises and removal of debris, and debit all or part of the expenditure so incurred from the Supplier.

#### **CLAUSE 22- NOTICES**

##### **22.1 Addresses**

Any and all notices and communication in connection with this Contract shall be addressed as follows:-

###### **To Supplier:**

**Mr. Vijaya Bashkar Raju D**  
Megha Infra Projects  
Door No. 54-11-49/7, 301, Nuelite Apartment,  
APGO's Colony, Isukathota, Visakhapatnam – 53002  
Phone No. : 9705367888 / 7702322444  
Email: meghainfraprojects@gmail.com

###### **To Buyer:**

**Mr. Vinod Vishwanath**  
Asst Vice President - Projects  
Visakha Container Terminal Pvt Ltd  
Godrej Coliseum, Office No. 1001,  
10th Floor, B-Wing, behind Everard Nagar,  
Off Somaiya Hospital Road, Sion (East)  
Mumbai - 400022.  
Mob No: 09773061661; Email: vinodvn@ict.in

Or such other address as either Party shall later nominate in writing. Any information affected in accordance with the stipulation of this Clause shall be deemed to have been received by the party for which it is intended on the day on which it is delivered to the above-mentioned address against receipt.

##### **22.2 Language**

Any and all notices and communication in connection with this contract shall be in the English language.

#### **CLAUSE 23 - GENERAL**

- 23.1 Nothing in this Contract shall be construed as creating a partnership or joint venture between the Parties. The Parties shall be considered as independent contractors contracting on a principal-to-principal basis.
- 23.2 No amendments, supplements, modifications or waivers of this Contract shall be valid unless evidenced in writing and signed by authorized representatives of the Parties.



- 23.3 If at any time one or more provisions of this Contract become invalid or unenforceable, the said provision(s) shall be deemed excluded from this Contract without affecting the binding nature of the other provisions herein.
- 23.4 This Contract, together with all Schedules and amendments constitutes the agreement of the Parties with respect to the matters set out herein, unless specified otherwise in any separate agreements entered into by the parties hereto.

Failure or delay by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any portion of this Agreement is held to be illegal, invalid or unenforceable, such portion shall be deemed to be modified to the extent necessary to make such portion binding and enforceable, and such modified portion and all the remaining portions shall remain in full force and effect.

#### **CLAUSE 24 - ANTI-BRIBERY AND ANTI-CORRUPTION**

Neither Supplier nor any of its respective directors, officers, agents, stockholders or employees acting on behalf of Supplier, has taken any action that will or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, as amended, the Canadian Corruption of Foreign Officials Act, Prevention of Corruption Act, 1988 as amended. Supplier has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly: (i) to any individual including government officials; or (ii) to an intermediary for payment to any individual including government officials; or (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means. Supplier has not, nor to Suppliers Knowledge, has any of the Supplier's directors, officers, agents, stockholders or employees acting on behalf of Supplier established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason.

Neither Supplier nor any of its respective directors, officers, agents, stockholders or employees acting on behalf of Supplier, directly or indirectly transacts business with or for the benefit of any Sanctioned Person in violation of Sanctions; or (c) otherwise violate Sanctions or take any actions that will result in any of the Parties becoming a Sanctioned Party.

"Sanctioned Party" means at any time any person or entity: (a) listed on any Sanctions-related list of designated or blocked persons; (b) resident in or organized under the laws of a country or territory that is the subject of comprehensive restrictive Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or (c) majority-owned or controlled by any of the foregoing.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States, (ii) the United Nations Security Council, (iii) the European Union and its member states, (iv) the United Kingdom, and (v) the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of Commerce, and the U.S. Department of State.

Supplier shall review and comply with Company's Anti- Corruption Compliance Policy.

Upon three business days notice, Supplier shall permit the Company's or its professional advisors to access to its books, records, and accounts for the purposes of assessing and auditing compliance with this Purchase Order and applicable laws.

Supplier shall inform Company's of any changes to the representations contained herein and shall certify these representations on an annual basis.



No Party to this Purchase Order shall, directly nor indirectly, undertake nor cause nor permit to be undertaken any activity which is:

- (1) illegal under any applicable laws or regulations, or;
- (2) would have the effect of causing the other party or its subsidiaries or affiliates to be in violation of the corrupt practices and applicable corruption laws.

In connection with this Purchase Order, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the Government(s) of the territories in which work will be performed hereunder.

Any person(s) or Party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

- i) influence any official act or decision, or;
- ii) induce an Official to use his or her influence to affect a decision of any Government or international organization, or;
- iii) induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
- iv) assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
- v) to obtain an unfair advantage for the Parties in any respect.
- vi) In connection with this Purchase Order, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Purchase Contract
- vii) Neither Party shall retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this Purchase Order without obtaining others' prior written consent.
- viii) Parties hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of the Parties is an Official and that the Parties shall not employ any Official during the term of this Purchase Contract Parties further covenants that no Official is deriving any benefit, directly or indirectly, from this Purchase Contract

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNDER SET THEIR RESPECTIVE HANDS THE DAY AND THE YEAR FIRST ABOVE WRITTEN.**

For and on behalf of:

For and on behalf of:

**SUPPLIER**

**BUYER**



In the presence of witnesses:

In the presence of witnesses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



**Schedule A**

**BOQ**

S.No	Scope of Supply	Quantity	Unit	Unit Rate (INR)	Amount (INR)
1	<p>Supply of reclamation material such as filling material / gravel / rough material (HSN Code 2517) / non-mined material (debris, construction debris etc.) from suitable / alternate source and supply the same to project site and as per technical specifications and as approved by engineering in charge complete.</p> <p>Obtaining all required statutory and legal permits required to supply the Material including measurement of works.</p> <p><u>Mode of measurement</u> The Mode of Measurement will be on the basis of weight measurement scientifically carried out by the Supplier at his cost, at the VCTPL Project site for quantification purposes as approved by the Engineer in charge, complete. Intermediate quantification of supply shall be on the basis of actual quantity executed at site based on intermediate weight measurements as mentioned above from time to time, carried out by the Supplier at his cost. Minimum quantity measurement at intermediate stage shall not be less than 10% of the total supply, which shall be based on the actual supply by the Supplier measured at site, at the cost of the Supplier.</p> <p>The arrangements for quantification on weight basis shall be at the cost of Supplier as directed and as approved by the Engineer in Charge complete. Rest of all the conditions remaining same as above complete</p>	2,00,000	MT	387.32	7,74,64,000.00
	<b>Sub Total</b>				<b>7,74,64,000.00</b>
	<b>GST@5%</b>				<b>38,73,200.00</b>
	<b>Total Amount</b>				<b>8,13,37,200.00</b>
	<b>In words: Eight Crores Thirteen Lakhs Thirty Seven Thousand two hundred rupees only.</b>				



**Schedule B**

**Contract Sum**

The Contract Sum for the Supply of Reclamation Material is **Rs. 8,13,37,200.00** ( Rupees Eight Crores Thirteen Lakhs Thirty Seven Thousand two hundred rupees only.), which is inclusive of all the taxes, GST and any charges/ costs which are required to complete the Supply.



### Schedule C

#### Details of Project Site

Supply of reclamation material from suitable / alternate source as per technical specifications proposed for the Buyer's Container Terminal Extension.

Delivery of the Material shall take place at the following places .

- Site 1 : Sabhavaram, Survey Number No. 75, Visakhapatnam
- Site 2 : Sabhavaram, Survey Number No. 96, Visakhapatnam
- Site 3 : Tadi Village, Pharmacy, Survey No.100, Visakhapatnam
- Site 4 : SR Puram, Survey No. 100, Visakhapatnam
- Site 5 : Jurong Park, IT park , Visakhapatnam



**Schedule E**

**Format of Bank Guarantee  
Part A to Schedule E:  
Form of Performance Guarantee**

Performance Guarantee No. [●] (the "**Guarantee**") for the [Details of the Package] at [Details of the Project Site]

TO: [Name of the Company]

Whereas

- (A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the "**Contract**") [Name of the Company], a company incorporated with limited liability under the Indian Companies Act, 1956, having its registered office at [To be inserted] (the "**Buyer**" which expression shall include its successors and permitted assigns) has appointed [●] (the "**Supplier**") for the design and execution of the [Details of the Works] in relation to the project for the development of the [Details of the Project].
- (B) The Contract requires the **Supplier** to procure and deliver to the Buyer a Performance Guarantee.
- (C) The **Supplier** has approached the Guarantor, for issuance of the Guarantee and at the **Supplier's** request and in consideration of the premises, the Guarantor has agreed to give such guarantee as hereinafter appearing.

In consideration of your accepting our obligations herein contained in discharge of the **Supplier's** obligation to provide such Guarantee we [name and address of Bank] elsewhere in this document referred to as Guarantor or Bank, hereby irrevocably and unconditionally agree that:

1. Upon receipt by us of a first written demand or demands from you (a "**Demand**" or "**Demands**") in the form set out in Form 1, complying with the provisions of paragraphs 2, 3 and 4 of this Guarantee from time to time or at any time (subject always to the provisions of paragraph 6 below) we shall, without further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry of you or the **Supplier**, pay you forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by you in such Demand, or such lesser sum which in aggregate with all sums previously paid hereunder shall not exceed an amount equivalent to the Guarantee Amount (as hereinafter defined). Subject to the terms of this Guarantee, you shall not be obliged to exercise any right or remedy which you may have before making a Demand under this Guarantee.
2. The value of the Guarantee Amount shall be from the date hereof an amount equivalent to Rs. [●] (Rupees [●] only).
3. You may make an unlimited number of Demands under this Guarantee provided that the aggregate of all sums paid under paragraph 1 shall not exceed the Guarantee Amount.
4. We shall make payment hereunder against receipt of a Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by the **Supplier** and such a Demand will be conclusive evidence, subject always to the provisions of paragraph 6 below, of our liability to pay you and of the amount or amounts which we are liable to pay to you.
5. Our obligations hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and we shall not be entitled as against you to delay payment.

6.



- 6.1 This Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and subject to paragraph 6.2 below shall remain in force and effect until the [Date] [Insert the date corresponding to the expiry of [45] months from the Notice to Proceed in accordance with the Contract] (the "**Expiry Date**") provided that if the date when we have paid you a sum which equals (or sums which in aggregate total) the Guarantee Amount pursuant to the written Demand or Demands under paragraph 1 ("**Full Payment**") occurs earlier than the Expiry Date, the Guarantee shall cease to have force and effect from the date on which Full Payment occurs.
- 6.2 If before the Expiry Date the Contract has been terminated our obligations hereunder (unless Full Payment has already occurred) shall continue until (but which shall not extend in any case beyond the Expiry Date) the earliest of the date on which:
- (a) you notify us in writing that you have no further entitlement under this Guarantee; or
  - (b) Full Payment occurs.
7. Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights, of any party thereto, or amendment or other modification of the Contract, or any other fact, circumstance, provision of statute or law which might, were our liability to be secondary and not primary, entitle us to be released in whole or in part from our undertaking, shall not in any way release us from our obligations under this Guarantee.
8. Subject to paragraph 6, we shall not be in any way released or discharged from any liability hereunder by the termination of the Contract or the insolvency winding up, reorganisation, amalgamation or liquidation of the **Supplier** (including any appointment of a receiver, administrator, administrative receiver or supervisor of the **Supplier** or any of its assets) nor any dispute or disagreement whatsoever under the Contract between you and the **Supplier** or any other person, or any disclaimer of the Contract by the **Supplier** or any liquidator or any other person and the obligations of ours hereunder shall be continuing and shall remain in full force and effect. But so that our maximum aggregate liability in terms of this Guarantee shall not exceed Rs. [●]..
9. Each Demand or other notice given hereunder by you shall be executed by your authorised representative. For the purposes of this Guarantee, your authorised representatives shall include your directors, such other persons as may be designated as your authorised representatives by notice to us and, in the case of any assignee of yours permitted pursuant to paragraph 12 such persons as may be designated as authorised representatives of such assignee in the notice of such assignment given pursuant to paragraph 13 as a result of which such person so became a beneficiary hereof.
10. References herein to you shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Guarantee to any person shall be construed so as to include it and any subsequent successors, transferees and assigns in accordance with their respective interests.
11. Any reference in this Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or novated from time to time.
12. The benefits of this Guarantee may not be assigned by us. The benefits of this Guarantee may however be assigned in full by you to any person to whom all the benefits of the Contract are transferred, and to Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project for the development of the new [Name of the Company] (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by you to meet or contribute to the cost of such project) or to any agent, representative or trustee



acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without the prior written consent of us, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignment shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way have the effect of extending the Expiry Date.

13. Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 14 shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to [Bank] at [address and fax no.] marked for the attention of [●], or such other address as may be notified in writing from time to time.

14. Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service;
- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of [To be inserted]) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of [To be inserted] for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

16. Our liability under this guarantee shall not exceed Rs. [●] (Rupees [●] only).

17. This Guarantee shall be valid up to [Expiry Date].

18. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

**IN WITNESS HEREOF** this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2020.

Signed by )  
[●] )  
for and on behalf of )  
the Guarantor ) .....

Dated: .....



**Form 1**

Dear Sirs

Contract for the [Details of the Works] at the [Details of the Project] (the "Contract")

Performance Guarantee No. [●] (the "Guarantee")

We refer to the above Contract and Guarantee. Terms defined in the Guarantee shall have the same meaning herein.

In accordance with the terms of the Guarantee we require payment by you of the sum of Rs. [●] (Rupees [●]) to the following account:

Account Number: [●] with [●] Bank, [●] Branch, Sort Code [●].

Yours sincerely,

Signed by )  
[●] )  
for and on behalf of )  
[Name of the Company]] ) .....

Dated: .....

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**Part B to Schedule E:**

**Form of Advance Payment Guarantee**

Advance Payment Guarantee No. [●] (the "**Guarantee**") for the [Details of the Works] (Package No. [Number of the Package]) at [Details of the Project]

TO: [Name of the Company]

Whereas

- (A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the "**Contract**") [Name of the Company], a company incorporated with limited liability under the Indian Companies Act, 1956, having its registered office at [To be inserted] (the "**Buyer**" which expression shall include its successors and permitted assigns) has appointed [●] (the "**Contractor**") for the design and execution of the [Details of the Works] in relation to the project for the development of the [Details of the Project].
- (B) The Buyer has agreed to pay the Contractor the sum of Rs. [●] (Rupees [●]) as an advance payment of sums due to the Contractor under the Contract (the "**Advance Payment**").
- (C) Pursuant to the Contract, the Contractor is obliged to procure an advance payment guarantee (hereinafter referred to as the "**Guarantee**") in the manner hereinafter appearing in the sum of the Advance Payment.

In consideration of your accepting our obligations herein contained in discharge of the Contractor's obligation to provide such Guarantee, and in consideration of, and subject to, your paying to the Contractor following receipt of this Guarantee the Advance Payment we [name and address of the Bank] hereby irrevocably and unconditionally agree to make payment to you of any amount up to or equal to the Advance Payment and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand or demands by you upon us in the form set out in Form 1 hereto ("**Demand**"), from time to time or at any time and without being entitled or obliged to make any enquiry of you, or the Contractor, and without the need for you to take legal action against or to obtain the consent of the Contractor, and notwithstanding any objection by the Contractor or any other third party and without any proof or conditions and without any demur, reservation, contest, recourse or protest and without any right of set-off, deduction or counterclaim, we shall forthwith pay to you the amount or amounts specified in such Demand or Demands, not exceeding in aggregate the Advance Payment, it being confirmed that you may make as many separate Demands hereunder as you think fit. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct. You shall not be obliged to exercise any other right or remedy you may have before making a Demand under this Guarantee.
2. The written demand referred to in paragraph 1 shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 7 a demand in the form set out in Form 1 hereto.
3. Subject to paragraph 1 above, on receiving the Demand, we shall forthwith pay to you the sum so demanded to the bank account set out in the Demand.
4. Subject to paragraph 1 above, your Demand shall be conclusive evidence (and admissible as such) of our liability to pay you and of the amount of the sum or sums which we are liable to pay you. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part.



- 4.1 any time or waiver granted to the Contractor;
  - 4.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Contractor;
  - 4.3 any legal limitation, disability or incapacity relating to the Contractor;
  - 4.4 any variation of or amendment to the Contract or the Works or any other document or security so that references to the Contract in this Guarantee shall include each such variation and amendment;
  - 4.5 any unenforceability, invalidity or frustration of any obligation of the Contractor or any other person under the Contract or any other document or security waiver by you of any of the terms provisions conditions obligations and agreements of the Contractor or any failure to make demand upon or take action against the Contractor;
  - 4.6 any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and
  - 4.7 any petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction;
5. This Guarantee shall remain in full force and effect until [Date] or until the expiry of 28 (twenty-eight) days from the date on which the full amount of the Advance Payment shall have been repaid, whichever is earlier. Subject thereto, this Guarantee shall expire when the Advance Payment is paid by us in full to you in accordance with paragraph 1.
  6. We acknowledge and agree that the benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by the Buyer to any person to whom all the benefits of the Contract are transferred under the terms of the Contract, and to the Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by the Buyer to meet or contribute to the cost of such project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without our prior written consent, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignment shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way have the effect of extending the Expiry Date.
  7.
    - 7.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 7.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to the Guarantor at [address and fax no.] marked for the attention of [●], or such other address as may be notified in writing from time to time.
    - 7.2 Any such demand, notice or communication shall be deemed to have been duly served:
      - (a) if delivered by hand, when left at the property address for service;



(b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of [To be inserted]) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

8. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of [To be inserted] for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.
9. Our liability under this guarantee shall not exceed Rs. [●] (Rupees [●] only).
10. This Guarantee shall be valid up to [Expiry Date].
11. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

IN WITNESS HEREOF this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2020.

Signed by )  
[●] )  
for and on behalf of )  
the Guarantor ) .....

Dated: .....



Schedule F

Form of Factory Acceptance Test Inspection Note (Not Applicable)



Schedule G

Performance Tests certificate of acceptance (Not Applicable)

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**Schedule H**  
**Material Details**

As per the details mentioned in BOQ (Schedule A).



SCHEDULE I

FORMAT FOR CONSENT /NO OBJECTION BY [●]

[On the letterhead of [●]]

[Date]

**Vishakha Container Terminal Private Limited**

Godrej Colesium, Office number 801,  
C – wing, Behind Everard Nagar,  
Off Somiya Hospital, Sion  
India

Attention: Mr. Narasimhan Kumar

Cc:

**Kavita Hindalekar**  
**Manager**

**IDBI Trusteeship Services Limited**

T: (91) (22) 40807022; M: (91) 9892636346  
Asian Building, Ground Floor, 17, R. Kamani Marg,  
Ballard Estate, Mumbai – 400 001.  
Dear Sir/Madam,

**Re:** Consent for assignment of rights under the \_\_\_\_\_ contract dated [●] between [●] and Vishakha Container Terminal Private Limited, as amended from time to time (the "\_\_\_\_\_ Contract").

1. This is with reference to the letter provided by Vishakha Container Terminal Private Limited ("Company") dated \_\_\_\_\_ (a copy of the letter is enclosed herewith for reference), ("Request Letter"), requesting our consent for the assignment of the Company's rights, title, benefits, claims and interests in the \_\_\_\_\_ Contract in favour of the Security Trustee (acting for the benefit of the Secured Parties). Capitalized terms used herein, but not defined, shall have the meaning ascribed to such terms in the Request Letter.

2. We hereby confirm and acknowledge the terms of the Request Letter and irrevocably grant our consent to the Company: (a) for assigning all its rights, title, benefits, claims and interests in the \_\_\_\_\_ Contract in favour of the Security Trustee (acting for the benefit of the Secured Parties); (b) to promptly notify the Security Trustee of its intention to terminate the \_\_\_\_\_ Contract pursuant to the relevant provisions therein;; (d) [that the warranties provided by its sub-contractors / sub-sellers under agreements entered into with such sub-contractors / sub-sellers shall be assigned for the benefit of the Company for the warranty period, with the ability to further assign such warranties in favour of the Security Trustee] / [that the warranties provided by it shall be assigned for the benefit of the Security Trustee]; and (e) for doing all such things, to execute, deliver and register such instruments and documents, and to take such other actions as may be necessary for giving effect to and perfecting such assignment.

3. This letter shall be effective vis-a-vis the Secured Parties or Security Trustee or agent acting on their behalf.

Yours sincerely,  
For [●]

Authorised Signatory





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 5663 Rs. 100/- 10/06/2021  
Sold to D. Sabala Kumari via S. Appa Rao  
Whom. Visakha Container Terminal PVT. LTD) Wk

A. Kanya Kumari  
DA 167650

A. KANYA KUMARI  
LICENCED STAMP VENDOR  
L.No. 03/11/07/2011 RL.No. 03/11/02/2020  
# 30-10-24, Pidaparthivar: Street  
Dabagardens, Visakhapatnam.  
Cell: 8121537112

This stamp paper forms an integral part of the "SERVICES AGREEMENT"  
executed on 29<sup>th</sup> June, 2021 at Visakhapatnam between Visakha  
Container Terminal Private Limited and Megha Infra Projects.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

5664 Rs. 100/- Dt. 20/06/2021  
to M. Sakala Kumari & J. Appa Rao  
For Whom V. Balcha Container Terminal Pvt. Ltd. 1485

M. Kanya Kumari  
DA 167651  
M. KANYA KUMARI  
LICENCED STAMP VENDOR  
C.No. 03/11/07/2011 RL.No. 03/11/02/2020  
# 30-10-24, Pidaparthivari Street  
Dabagardens, Visakhapatnam.  
Cell: 8121537112

#### SERVICES AGREEMENT

This services agreement ("Agreement") is made on this 29<sup>th</sup> June 2021.

#### BY AND BETWEEN

Visakha Container Terminal Pvt. Ltd., a Company incorporated with limited liability under the Companies Act 1956/2013 (hereinafter referred to as the "Employer / Client" which expression shall include its successors and permitted assigns) having registered office at Godrej Coliseum, Office No.801, 8th Floor, C-Wing, Behind Everard Nagar, Off Somaiya Hospital Road, Near Priyadarshini, Sion (East), Mumbai – 22, of the **ONE PART**; and

Megha Infra Projects, a Partnership Firm having its office at D.No. 54-11-49/7, 301, Nuelite Apartment, APGO's Colony, Isukathota, Visakhapatnam – 530022 (hereinafter referred to as the "Contractor" which expression shall include its successors) on the **OTHER PART**.



## WHEREAS

- A. The Employer is engaged in extension of the existing container terminal at Visakhapatnam Port Trust on DBFOT basis ("Project").
- B. The Contractor is engaged in the business to execute Reclamation Works etc.
- C. The Client intends to appoint an entity to execute the Reclamation Works, at the Project ("Project Site").
- D. Pursuant to the discussions held between the Parties, the Contractor had submitted its letter dated 15-10-2020 ("Offer") to the Client for performance of the Services as defined hereinunder Annexure 1 & Annexure II
- E. The Client desires to engage the Contractor to provide the Services (as defined below) and the Contractor is desirous of providing the Services to the Client subject to the Offer, and terms set out in this Agreement.
- F. The Parties now seek to enter into this Agreement to confirm and record the terms and conditions according to which the Contractor shall provide the Services (as defined below) to the Client.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

### 1. DEFINITIONS

1.1. For the purposes of this Agreement, the following terms shall have the meanings set forth below unless otherwise specified:

- (i) "Agreement" shall mean this Agreement together with its appendices and Annexures, executed by the Parties;
- (ii) "Affiliates" means, in relation to any Person, any other Person that directly or indirectly through 1 (One) or more Person(s), Controls, is Controlled by, or is under common Control with, the Person specified; and in the case of a natural person, shall also include any Relative of such natural person.
- (iii) "Authority" shall mean "Government" or "Governmental Authority"
- (iv) "Bank Guarantee" shall mean the guarantee to be procured in accordance with this Agreement
- (v) "Business Day" shall mean any day (excluding Saturday, Sunday and public holiday) that is a normal working day in the scheduled Indian banks at Mumbai, India;
- (vi) "Code of Ethics" refers to the code of ethics of the Client, as amended from time to time;
- (vii) "Confidential Information" shall have the meaning ascribed to such term in Clause 10.1;
- (viii) Deleted
- (ix) "Control" (including the terms "Controlled by" and "under common Control with") means (a) in relation to a body corporate, (i) the beneficial ownership, directly or indirectly, of more than 50% (Fifty per cent) of the voting securities of that body corporate; or (ii) ability to appoint a majority of the board of directors of that body corporate; or (iii) the power to direct the management and policies of a Person, including through contractual arrangements or otherwise, and (b) in relation to any Person which is not a body corporate, the right or power to direct, whether directly or indirectly, the policy decisions of that Person.



- (x) **"Dispute"** shall have the meaning ascribed to such term in Clause 8.2(i);
- (xi) **"Effective Date"** shall mean the date of issuance of this Agreement / formal approval from the Client to start the work, whichever comes early;
- (xii) **"Government"** or **"Governmental Authority"** shall mean any statutory authority, government department, agency, commission, board, tribunal, court or other entity authorized to make laws in any relevant jurisdiction;
- (xiii) **"HS Manual"** refers to Health and safety manual of the Client, as amended from time to time and attached herewith;
- (xiv) **"Indemnified Parties"** shall have the meaning ascribed to such term in Clause 9.1;
- (xv) **"Law"** shall mean all laws, any national, state, local or other law, judicial decisions, statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, ordinances, guidelines, policies, directions, directives, inter-departmental notifications and circulars, decrees, orders and other requirements of any Governmental Authority having the force of law;
- (xvi) **"Licenses"** shall mean all licenses, registrations, approvals, permissions and permits required to be obtained under Law for providing Services in terms of this Agreement;
- (xvii) **"Party"** or **"Parties"** shall mean and refer to the Client and the Contractor, individually or collectively as the context permits;
- (xviii) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law;
- (xix) **"Personnel"** shall mean all the persons deployed to perform Services;
- (xx) **"Relative"** in relation to an individual means his/her spouse, children and parents;
- (xxi) **"Services"** shall mean the services listed in **ANNEXURE I** of this Agreement;
- (xxii) **"Term"** shall have the meaning ascribed to such term in Clause 6.1;
- (xxiii) **"Defect/ Warranty Liability Certificate"** shall mean the certificate to be issued in accordance with Clause 6.7.
- (xxiv) **"Defect/ Warranty Period"** shall mean a period of 12 (twelve) months from the date of completion of Services with respect to all the executed works as per this Agreement at the Project Site.

## INTERPRETATION

1.2. Unless the context otherwise requires or this Agreement provides otherwise, any references made in it to:

- (i) Words denoting singular shall include plural and vice-versa.
- (ii) Words denoting one gender only shall include the other gender.
- (iii) A reference to this Agreement or any other document is a reference to this Agreement or such other document as amended, replaced, novated or supplemented.
- (iv) The terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Agreement.



(v) The terms "Clause", "paragraph" and "Annexure" refer to the specified clause, paragraph and annexure of this Agreement respectively.

(vi) All references in these presents to annexures, recitals, sections, sub-sections, paragraphs or sub-paragraphs shall be construed as reference respectively to the schedules, recitals, sections, sub-sections, paragraphs and sub-paragraphs of these presents. The provisions contained in the Annexures hereunder written shall have effect in the manner as if they were specifically set forth herein.

(vii) Heading, sub-heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.

(viii) References to any Law or to any provision thereof shall include references to any such Law as it may, from time to time, be amended, supplemented or re-enacted (whether before or after the Agreement Date), and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

(ix) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1 shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated.

(x) When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day that is a Business Day.

(xi) The rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

(xii) References to the word "include" or "including" shall be construed without limitation.

(xiii) Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

(xiv) All notices, demands, consents, information or other communication required or permitted to be given or made under this Agreement shall be in writing. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words in a visible form.

(xv) The headings and titles used herein are used for convenience of reference only and shall not affect the construction of this.

(xvi) The failure of either Party to enforce any provision of this Agreement shall not be considered as a waiver of such provision or of the right of such party thereafter to enforce the same.

(xvii) The Offer shall be considered as an integral part of this Agreement and shall be deemed to be incorporated herein by reference. In case any conflict or discrepancy between the Offer on one hand and this Agreement on the other hand, the provisions of this Agreement shall prevail to the extent of such inconsistency or discrepancy.

## 2. PROVISION OF SERVICES

2.1. During the Term of this Agreement and for consideration of the amounts payable under Clause 3, the Contractor agrees to provide the Services to the Client.

### 2.2. Service Levels

(i) The Contractor shall, while providing the Services, ensure that such services are performed and completed by it at standards (in terms of accuracy, quality, completeness, timeliness, responsiveness, productivity, efficiency and cost-effectiveness) reasonably similar to those being provided by the Contractor to other clients in relation to similar services.



(ii) The Contractor shall:

- (a) provide the Services in conformity with all applicable Laws, the terms and conditions of this Agreement, and in compliance with the instructions of the Client, which shall not be materially more onerous than the service level standards in **ANNEXURE I** and other Clauses of this Agreement.
- (b) provide the Services in compliance with the service level standards set out in **ANNEXURE I** and other Clauses of this Agreement.
- (c) retain and utilize a sufficient number of qualified Personnel to perform the Services.
- (d) provide the Services under the management, supervision and control of the Contractor.
- (e) strictly comply with the Code of Ethics by prohibiting its employees from demanding / accepting or payment of illegal gratification in the form of bribes or kickbacks either in cash or in kind.
- (f) access only such parts of the Project Site as may be allowed by the Client in writing.

2.3. The Contractor shall ensure that each employee, Personnel, permitted subcontractor and employee of such permitted subcontractor are fit to be engaged in respect of the Services and shall conduct sufficient background checks and inquiries in relation to professional and employment history, criminal records and civil litigation records in respect of such persons, prior to deploying such employee, Personnel, permitted subcontractor or employee of the permitted subcontractor. Contractor shall ensure each employee, Personnel deputed by it at the Project Site is basis screening and approval by the Client.

2.4. The Client may constitute a review committee comprising representatives of the Parties for monitoring the satisfactory performance of the Services in accordance with the service level standards set out herein and for addressing any concerns or issues arising between the Parties in connection with this Agreement. The Contractor agrees to adhere to the suggestions made by such committee. The Contractor agrees to depute sufficiently qualified personnel to participate in such discussions.

### 3. CONSIDERATION AND PAYMENT TERMS

The total consideration payable to the Contractor for performance of the Services shall be **Rs. 2,13,15,520 (Rupees Two Crores Thirteen lakhs Fifteen thousand Five hundred and Twenty only)**- Inclusive of GST @18%, the detailed break up of which is set out in ANNEXURE II ("Consideration").

Except as otherwise expressly provided in this Agreement, the Consideration is a BOQ price for the performance of the Services and shall not be subject to adjustment or recalculation

The Contractor agrees that it has satisfied itself before entering into this Agreement as to the correctness and sufficiency of the Consideration and that it cover all the obligations under and in relation to the performance of the Services, whether the same is expressly provided for in this Agreement or is to be reasonably inferred there from or is necessarily incidental thereto and includes any and all direct, indirect and ancillary charges required for performance of the Services, other than charges set out in immediately succeeding paragraph.

The Consideration shall be inclusive of all taxes and GST, as applicable, payable by the Contractor in India, relating to the performance of the Services.

All payments made by the Client to the Contractor shall be subject to deduction of income tax or withholding tax, works contract tax as determined by the Client in accordance with applicable Laws.

Cess under Building and Other Construction Workers Welfare Cess Act, 1996 and allied rules will be deducted at the applicable rate from Consideration.

3.1. The Client shall pay to the Contractor consideration for the Services in accordance with the payment terms as set out herein below:



(i) **90% (Ninety percent)** of Consideration as per Annexure A on pro rata basis completion of Services

(ii) **10% (Ten percent)** of Consideration as per Annexure A after completion & handing over to the satisfaction of the Company.

(iii) **5% (Five percent)** of Consideration to be retained in each running bill which shall be retained till the successful completion of "Defect/ Warranty Period".

**Running Bill-** The running bills shall be submitted to the Project Manager along with all supporting documents. Payment shall be released within 15 days of verification by the Client representative / Project Architect and submission of documents mentioned as below.

- a) Invoice /original delivery challans received at Project Site.
- b) Measurement sheet for the Work/s completed at Project Site.
- c) Material reconciliation statement if any.
- d) Certified True copy of monthly ESI/PF/Labor cess etc. deposited with govt. authorities.
- e) Certified True copy of monthly GST deposited with govt. authorities.

**Final bill –** Final bill is to be submitted within 60 days of the handover & completion of Services. The Contractor must submit a final bill claim, which must include:

1. the value of all work done in accordance with the Agreement, summarising and reconciling all previous payments made by the Client and adjustments in the Consideration; and
2. such other amounts as the Contractor considers to be due from the Employer;
3. Work completion certificate duly signed by engineer in-charge/Head project of the Client.
4. Guarantee & Warranty if any
5. Amount of statutory tax paid less input credit with documentary evidence.
6. No claim certificate
7. Indemnity certificate, if applicable.
8. Project Manager & Consultant/ Architect will certify the bill within 14 working days from the date of receipt of bill and all supporting documents. (Certification) after the expiry of this 56 (fifty-six) Business Day period, a claim which the Contractor was entitled to make, but has not made in a Final Request for Payment, is extinguished and the Contractor is barred from making such claim.

Other advances can be given basis discussion between the Parties and subject to absolute discretion of the Employer.

All payments will be made within 15 business days of receipt of invoices as per format acceptable to Client. In case of any dispute with regard to any invoice, the same shall be subject to dispute resolution in accordance with Clause 9 of this Agreement.

3.2. The Electricity and water shall be in Contractor's scope.

3.3. The Contractor agrees to indemnify, defend and hold Client harmless from any liabilities arising from such taxes, duties, levies, fees, excises or tariffs and any claims, causes of action, costs and any other liabilities of any nature whatsoever related to such taxes, duties, levies, fees, excises or tariffs as may be payable by the Contractor.

3.4. No escalation in the Consideration will be accepted under any circumstances.

3.5. The payments will be made by bank transfer or Demand Draft/ Cheque, in favor of Contractor's account as follows:



**Bank Name:** Bank of Baroda  
**Account Number:** 30370200000129 (IFSC CODE BARB0SGHAHM)  
**BRANCH:** S.G HIGHWAY, Ahmedabad 380054

The Contractor may designate a different Bank at its sole discretion upon written notification to the Client.

#### 4. COMPLIANCE WITH LAWS

4.1. The Contractor shall comply with all applicable Laws in connection with its business. The Contractor shall furnish to the Client any information required by the Client in relation to the Services, to enable the Client to comply with applicable Laws and requirements of any Governmental Authority. The Contractor shall procure that the Personnel comply with the terms of this Agreement, any applicable Law, the Client's policies and procedures, including the Code of Ethics as may be communicated by the Client to the Contractor from time to time, with regard to the provision of the Services and shall be responsible for any failure by the Personnel to comply with the terms of this Agreement, any applicable Law and other instructions issues by the Client with regard to the provision of the Services.

4.2. As and when required by the Client during the Term of this Agreement, the Client may direct the Contractor to produce satisfactory evidence that all employees engaged by the Contractor for the provision of the Services have been paid all sums due under applicable Laws and in respect of the services performed by them and to the latest date at which such sums are due.

4.3. All matters pertaining to the employment, supervision, compensation, promotion and discharge of all employees engaged by the Contractor for the provision of Services are the responsibility of the Contractor or the relevant permitted subcontractors engaged by the Contractor. All such employees shall be at all times treated as employees of the Contractor or such relevant permitted subcontractors. Such employees or persons engaged shall in no event be deemed to be in the employment of the Client. The Contractor shall have no authority to enter into any employment contract which purports to be on behalf of the Client.

4.4. The Client may request that the Contractor to replace any Personnel if the Client is not satisfied with such Personnel, including for reasons of such Personnel being a member of any trade union of employees or being charged or convicted with any offence under the Indian Penal Code, 1860 or participation of such Personnel in any lock-out, strike or any other similar activity involving the Client. Unless otherwise agreed between the Parties, in the event that the Client has a material concern in respect of such Personnel or believes that any Personnel is in breach of any provision of this Agreement or his / her employment / service contract or due to reasons of non-satisfactory performance or violation of applicable laws or such Personnel is causing reputational issues to the Client, the Contractor shall as promptly as reasonably practicable, replace such personnel with an appropriate replacement in accordance with the terms of this Agreement. In any other event, the Contractor and the Client shall promptly enter into discussions with the aim of remedying the concern that the Client has with such Personnel. If such concern is not remedied to the satisfaction of the Client within 5 days, the Contractor shall ensure the replacement of such Personnel with an appropriate replacement immediately as reasonably practicable in accordance with the terms of this Agreement. The term 'Personnel' for the purpose of this Clause 4.4 shall also include any permitted subcontractor or employees of the permitted subcontractor appointed by the Contractor in the provision of the Services.

4.5. Contractor shall submit following copies at the time of signing of this Agreement:

- Certified copy of PAN No.
- Certified copy of GST Registration No.
- Certified copy of PF and ESI code nos. of the establishment of the Contractor (if applicable).
- Certified copy of registration under Building and Other Construction Workers Welfare Cess Act, 1996 and allied rules

#### 5. WARRANTY

5.1. The Contractor warrants that the Services under this Agreement shall be performed in accordance with the applicable Laws and Licenses.



5.2. During the Warranty Period, the Contractor agrees, at no cost whatsoever to the Client, to undertake all such work of repair, amendment, rectification and make good defects, imperfections or other faults in the Services, or as may be directed by the Client, which is caused due to the use of materials or workmanship not in accordance with this Agreement or the neglect or failure on the part of the Contractor to comply with any of its obligations, expressed or implied, under this Agreement.

5.3. The Client shall notify the Contractor in writing by fax and / or express mail of any defects, within 10 (ten) days of detection and the notice of defect shall describe the conditions under which the defects have arisen. In order to facilitate the diagnosis of the defect and implementation of expeditious and efficient means to cure the same, the Client shall provide all necessary information allowing the Contractor to reproduce the process, which has given rise to the defect. Defect report shall be accepted by the Contractor under the above warranty provisions when received on or before the expiry of the relevant Warranty Period.

5.4. The Contractor shall arrange to transport the defective material / items forming part of the Services, from the Project Site, and shall arrange to redeliver them back to the Project Site, with the cost of freight paid by the Contractor.

5.5. All charges including packing, forwarding and duties in respect of the defective parts under the Warranty Period, as well as the replacement parts or rectification or refurbishment under warranty shall be borne by the Contractor, notwithstanding anything to the contrary contained in this Agreement.

5.6. At all times during the Warranty Period, the Client shall be fully entitled to execute all work of repair, amendment, rectification and make good defects, imperfections or other faults in the Services by its own workmen or by other contractors and if the necessity thereof shall in the opinion of Client be due to the use of materials or workmanship not in accordance with this Agreement or the neglect or failure on the part of the Contractor to comply with any obligations, expressed or implied under this Agreement, the Client shall be entitled to recover from the Contractor the cost thereof or may deduct the same from any monies due or that become due to the Contractor.

5.7. Contractor will issue a Defect/ warranty liability certificate ("**Defect/ Warranty Liability Certificate**"), certifying that the Contractor has performed all its obligations satisfactorily during the Warranty Period.

## 6. TERM AND TERMINATION

6.1. This Agreement shall commence from the Effective Date **29<sup>th</sup> June 2021** and subsist till **28<sup>th</sup> August 2021** ("**Term**") from Effective Date, subject to the clearance at site, unless terminated earlier in accordance with this Agreement. This Agreement shall be valid for the Term as defined above.

6.2. Either Party may terminate this Agreement by a written notice of 15 (fifteen) Business Days: (i) if the other Party files a voluntary petition for bankruptcy; (ii) if the other Party has filed against it an involuntary petition for bankruptcy that has not been dismissed within 7 (seven) days thereof; (iii) if the other Party becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of its creditors; and/ or (iv) if the other Party applies for or consents to the appointment of a receiver, trustee, administrator or liquidator for substantially all of its assets or such receiver, trustee, administrator or liquidator is appointed for the other Party.

6.3. The Client may terminate this Agreement by:

(i) giving written notice of 15 (fifteen) days if:

(a) the Contractor or the Personnel breach this Agreement and / or applicable Law and such breach has not been remedied within 7 (seven) days of intimation of the same to the Contractor; or

(b) if the Contractor fails to provide the Services in accordance with the service level standards specified in **ANNEXURE I** and other Clauses of this Agreement.

(ii) giving written notice of 15 (fifteen) days for any interruption in provision of Services by the Contractor;



(iii) by giving written notice of 15 (fifteen) days if, due to the occurrence of the events set out in Clause 15, the Services remain interrupted for a continuous period of 7 (seven) days.

#### 7.4 Upon Termination

Upon Termination for any reason whatsoever, the Contractor shall if instructed by the Client:

(a) cease all further Services as instructed by the Client in the termination notice and the Contractor shall carry out Services for the sole purpose of securing, preserving and protecting that part of the Services already executed and any work required to leave the Project Site in a clean and safe condition;

(b) remove all the Contractor's equipment;

(c) repatriate the Contractor's and subcontractor's personnel from any part of the Project Site;

(d) deliver to the Client the Services executed by the Contractor as at the termination date;

Although the Contractor shall be paid for all the works completed till the date of termination and work & supply in progress to be decided on reasonable and mutually agreeable basis.

#### 7. REPRESENTATIONS AND WARRANTIES

7.1. Each Party hereby represents and warrants that:

(i) Such Party has the necessary capacity, power and authority to execute and deliver this Agreement and the agreements related hereto or contemplated hereunder and perform obligations under this Agreement and the agreements related hereto or contemplated hereunder, and the transactions contemplated hereby.

(ii) this Agreement and any other documents to be entered into by such Party will constitute valid and legally binding obligations of the Parties, enforceable in accordance with their terms.

(iii) neither the execution or delivery of this Agreement and the agreements related hereto by such Party nor consummation by such Party of the transactions contemplated hereby or thereby nor compliance by such Party with any of the provisions of this Agreement or the agreements related hereto will:

(a) conflict with or result in any breach of any provision of the memorandum or articles of association of such Party;

(b) result in a violation, default or breach (or give rise to any right of termination, cancellation or acceleration or modification in or require any consent/ approval of or notification/ intimation to any third party or require any filing to be made) under any of the terms, conditions or provisions of any contract or any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which such Party, may be bound;

(c) conflict with or violate the provisions of result in a breach of any applicable Law; or

(d) violate any order, judgment, writ, injunction, decree or award applicable to such Party.

(iv) No voluntary steps have been taken by such Party, no notice of any proceeding has been filed or served and no other steps have been taken (including, without limitation, any such actions which are pending or which have been threatened), in each case, in relation to: (a) the re-organization, winding up, dissolution or liquidation of such Party; (b) the appointment of a liquidator, administrator or receiver in respect of such Party; or (c) a proposal of a composition or similar arrangement with creditors in respect of such Party;

7.2. In addition to the foregoing, the Contractor hereby represents, warrants and covenants that:



(i) it has obtained and shall obtain all necessary Licenses under Law, including but not limited to GST registration, registrations under the Income Tax Act, 1961, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, Inter State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979, relevant shops and commercial establishment legislations, Sexual Harassment at Workplace (Prevention, Prohibition and Redressal) Act, 2013, the Apprentices Act, 1961, the Employees Compensation Act, 1923, the Payment of Wages Act, 1936, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965, the Maternity Benefit Act, 1961, the Industrial Employment (Standing Orders) Act, 1946, Industrial Disputes Act, 1947, the Equal Remuneration Act, 1976, Private Security Agency Regulation Act, 2005 and the Contract Labour (Regulation and Abolition) Act, 1970;

(ii) it has been and continues to be in compliance with applicable Laws, including all applicable labour legislations including but not limited to the Minimum Wages Act, 1948; the Payment of Wages Act, 1936, the Contract Labour (Regulation and Abolition) Act, 1970, the Payment of Bonus Act, 1965, Child Labour (Prohibition and Regulation) Act, 1986, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Karnataka Labour Welfare Fund Act, 1965 (if applicable) and the Employees State Insurance Act, 1948 and has made all requisite filings on time and maintained the prescribed registers under such labour legislations;

(iii) it has maintained and shall continue to maintain all its records and accounts as per applicable Laws.

(iv) all Personnel provided by the Contractor are duly qualified and trained in the performance of the Services in keeping with best industry standards;

(v) none of the Personnel is a member of any trade union of the employees of the Client and has not taken part in any strike, lock-outs or any other similar activity involving the Client;

(vi) it is responsible for the safety and conduct of the Personnel;

(vii) neither the Contractor nor any of the Personnel, connected directly or indirectly with the Agreement, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or other advantage from the Client or its employees, either for themselves or for any person, organization or third party; and

(viii) there is no pending dispute, litigation or claim filed by any of the Personnel against the Contractor that would materially impact the provision of the Services under this Agreement now and during the Term.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

### 8.1. Governing Law

This Agreement and all questions of its interpretation shall be construed in accordance with the Laws of India.

### 8.2. Arbitration

(i) All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of or in connection with this Agreement (each a "Dispute"), shall at the first instance be resolved through good faith negotiations between the designated senior officials of each of the Parties, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation.

(ii) If the Parties are unable to resolve the Dispute in question within thirty (30) days of the commencement of negotiations in terms of Clause 8.2(i), then the Dispute may be submitted to final and binding arbitration at the request of any of the disputing Parties upon written notice to that effect to the other Parties. In the event of such arbitration:

(a) The arbitration shall be in accordance with the [rules of the Indian Arbitration and Conciliation



Act, 1996] in force at the relevant time (which is deemed to be incorporated into this Agreement by reference).

(b) All proceedings of such arbitration shall be in the English language, and shall be held in camera with full confidentiality of the proceedings and of any and all materials, documents and information submitted in such proceedings. The venue of the arbitration shall be Visakhapatnam, which shall be the seat of the arbitration, and the courts of Visakhapatnam shall have exclusive jurisdiction over the arbitration proceedings.

(c) The arbitration panel shall consist of 3 (three) arbitrators, of which one (1) arbitrator shall be appointed by the Client, one (1) arbitrator shall be appointed by the Contractor and the third arbitrator shall be appointed jointly by the 2 (two) arbitrators so appointed and shall be the chairman of the arbitration panel. In the event the 2 (two) arbitrators appointed by the parties fail to appoint the chairman within seven (7) days of their appointment, either party shall be entitled to approach a court of competent jurisdiction to appoint the chairman in accordance with the Indian Arbitration and Conciliation Act, 1996.

(d) Arbitration awards shall be reasoned awards and shall be final and binding on the disputing Parties.

(iii) The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

(iv) Nothing shall preclude a Party from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Clause 8.

(v) This Clause constitutes an irrevocable consent by the Parties to any proceedings in terms thereof and no Party shall be entitled to withdraw there from or to claim at any such proceedings that it is not bound by this Clause 8.

(vi) This Clause is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason. Unless the arbitrator(s) order otherwise, the Parties shall bear their own legal costs and expenses in relation to the arbitration proceedings conducted in accordance with this Clause.

8.3. Notwithstanding Clauses 8.1 and Clause 8.2, the Contractor undertakes to conduct any and all disputes arising between it and the Personnel or vendor or any third party employed/hired by it in a manner that does not impose any liability or obligation on the Client and without any impact on the Services.

## 9. INDEMNIFICATION

9.1. The Contractor hereby undertakes to indemnify, defend and hold harmless the Client, its affiliates, officers, directors, employees, agents, successors and assignees (collectively the "Indemnified Parties") from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from:

(i) either the Contractor or its Personnel's or any permitted subcontractor's performance of the Services under this Agreement]; or

(ii) a material breach of this Agreement.

(iii) a breach of Clause 2.1 and Clause 4.1 to Clause 4.4, including but not limited to the provisions of these Clauses relating to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects.



(iv) any accident and/or compensation payable to the Personnel for the purposes of this Agreement or to any person(s) on the premises where the Services are being provided, except where such accident is attributable to the Client or such compensation is payable by the Client under applicable Law;

(v) any action by a third party against the Indemnified Parties that is based on any deficiency in the Services due to negligent act, material omission or willful misconduct of Contractor or any of the Personnel;

(vi) any breach of the terms of this Agreement by any sub-contractor engaged by the Contractor or any employees or personnel engaged by such sub-contractor, in the provision of the Services;

(vii) any liability or obligation arising to the Client as a result of any dispute between the Contractor and the Personnel or vendor of any third party employed/hired by it;

(viii) any violation of the Code of Ethics by the Contractor or its Personnel;

The indemnification rights of the Client against the Contractor under this Agreement are independent of, and in addition to, such other rights and remedies as the Client may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. Notwithstanding any of the aforesaid, maximum aggregate liability of the Contractor under this Agreement shall not exceed the Consideration.

9.2. All undisputed payments required to be made under this Clause 9 shall be made within 15 Business Days of the Indemnified Parties issuing a notice to the Contractor in connection with the claims arising under Clause 9.1.

## 10. CONFIDENTIALITY

10.1. All such information which is not generally known to any Party but is known during the term of this Agreement shall at all times, be treated as confidential, which shall include all non-public or proprietary information that, under all the circumstances, ought reasonably to be treated as confidential and/or proprietary, regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this Agreement relating to the business, technology or other affairs of a party including: (a) the terms of this Agreement, (b) all trade secrets, business plans, financial, technology, ideas, concepts, know how, techniques, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information which is indicated to be subject to an obligation of confidence, owned or used by or licensed to a Party, and (c) and other information identified as confidential by the Client or the Contractor as the case may be ("Confidential Information"). Each Party shall at all times maintain the secrecy of all such Confidential Information and use it only for the purposes of this Agreement and shall not use or disclose such information except with the prior written consent of the Party.

10.2. The Parties shall limit access to Confidential Information to their respective employees on a need to know basis to the extent that such Confidential Information is necessary for the performance of their duties and obligations under this Agreement.

10.3. The restrictions set out above shall not apply to any Confidential Information which is (i) previously known to a Party without an obligation of confidence; (ii) independently developed by a Party; (iii) acquired by a Party from a third party which is not under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement or (v) which is required to be disclosed under Law.

10.4. The duties and obligations under this Clause 10 shall survive the termination or cancellation of this Agreement for any reason and all such Confidential Information shall be held confidential and its secrecy shall be maintained for a period of 3 (three) years from the date termination of this Agreement.

10.5. Upon the termination or expiration of this Agreement for any cause whatsoever, each Party shall immediately deliver up to the other Party or its authorized representative(s), or destroy, the



property or documents of the other Party, which may be in each Party's possession, custody or control, whether or not the property was originally supplied to such Party by the other Party, in accordance with the instructions of other Party.

10.6. If so requested, each Party shall provide to the other Party a signed statement confirming that it has fully complied with Clause 10.5 above.

10.7. Each Party acknowledges that money damages would be an inadequate remedy for the injuries and damages that would be suffered by the other Party for a breach of this Clause 10. Therefore, each Party, besides any other remedies it may have at law or in equity, shall be entitled to injunctive relief to enforce the provisions of this Clause 10. Contractor's liability of for any breach of this Clause 10 shall not be subject to any limitation of liability provision contained elsewhere in this Agreement.

## 11. NOTICES

11.1. Any notice or other information/document required or authorized by this Agreement to be given to the other Party shall be given in writing, in English and by:

(i) delivering it by hand at the office of the other party (a written acknowledgement from the authorized person to receive such communication, shall be sufficient evidence that the notice or other information has been duly given); or

(ii) sending it through a nationally recognized courier or by registered post; or

(iii) sending it by facsimile transmission or e-mail to the relevant parties at the addresses mentioned below.

### If to the Client:

Name: Visakha Container Terminal Pvt Ltd  
Address: Godrej Coliseum, Office No. 1001,  
10th Floor, B-Wing, behind Everard Nagar,  
Off Somaiya Hospital Road, Sion (East)  
Mumbai - 400022.  
Contact Person: Mr. Vinod Vishwanath  
Asst Vice President - Projects  
Mob No: 09773061661; Email: vinodvn@ict.in

### If to the Contractor:

**Mr. Vijaya Bashkar Raju D**  
Megha Infra Projects  
Door No. 54-11-49/7, 301, Nuelite Apartment,  
APGO's Colony, Isukathota, Visakhapatnam - 53002  
Phone No. : 9705367888 / 7702322444  
Email: meghainfraprojects@gmail.com

11.2. Any notice or information given by post / courier, as provided in Clause 11.1(ii) which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing it was so posted. Proof that the envelope containing any such notice or information was properly addressed, pre-paid, and couriered/posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

11.3. Any notice or information sent by facsimile transmission or e-mail, as provided in Clause 11.1(iii) shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent to the relevant Party at the addresses referred to in Clause 11.1 within twenty four (24) hours after such transmission.



## 12. RECORDS AND ACCOUNTS

12.1. The Client shall be entitled to audit or review any such record or account maintained by the Contractor relating to any of the Contractor's undertakings and obligations under this Agreement, by providing seven (7) days notice. The Contractor shall on service of such notice, permit the Client to inspect and copy the records and accounts.

12.2. The Contractor upon request by the Client shall also provide the Client with such information and clarifications in respect of the Services provided in a timely manner, as and when required by the Client.

## 13. INSURANCES

13.1. The Contractor shall at its cost and expense, purchase and maintain in force (or procure that they are taken out and maintained in force) with reputable insurers:

13.2. The Contractor shall provide insurance cover for not less than the Consideration. The cover is for the financial consequences of professional negligence, following a breach of professional duty by way of neglect, error or omission, additionally, cover is provided in respect of any legal and other costs and expenses incurred, occurring in connection Services rendered under this Agreement. The policy should be procured for a period not less than the Project period including the defect liability period.

13.3. The Contractor shall provide to the Client copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this Agreement (including the provision of copies of renewal confirmations as soon as possible). Workmen compensation policy must cover injury and death of workers. The policy should cover maximum numbers of workers which will be deployed at the Project Site at any given point of time during the Project period. The policy should also include Project name, location and name of Client.

13.4. The Contractor shall from time to time promptly pay any insurance premium due, keep the insurance policies in force and valid and furnish copies thereof to the Client. Within 25 (twenty-five) days of receiving any insurance policy certificates in respect of the aforesaid insurances, the Contractor shall furnish to the Client, copies of such policy certificates, copies of the insurance and evidence that the insurance premiums have been paid in respect of such insurances for the approval of the Client, such approval not to be unreasonably withheld.

13.5. The Contractor shall not cancel, modify or allow to expire or lapse any insurances until the expiration of at least 60 (sixty) days' notice of such cancellation, modification or non-renewal has been provided by the Contractor to the Client. All policy copies to be shared within 10 days of signing of this Agreement.

13.6. If at any time the Contractor fails to obtain or maintain in full force and effect any and all of the insurances required under this Agreement, the Client may at its option obtain and maintain such insurance and all sums incurred by the Client therefor shall be reimbursed by the Contractor to the Client within 7 (seven) days from the receipt of claim in respect thereof made by the Client.

13.7. The Contractor will bear the cost of all insurance premiums in relation to the insurances.

13.8. Subject to the provisions of the financing agreements executed with the lenders of the Project and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Contractor for their intended use. The Client may require the Contractor to designate the lenders as the loss payees under the insurance policies or assign the insurance policies in favour of the lenders as security for the financial assistance provided by the lenders to the Project.

## 14. INTELLECTUAL PROPERTY

14.1. All intellectual property rights belonging to the Client provided by the Client to the Contractor shall vest exclusively with Client.

14.2. All intellectual property rights associated with any ideas, concepts, techniques or processes



created by the Contractor for the express purpose of performing the Services shall belong exclusively to the Client.

14.3. Notwithstanding anything to the contrary in this Agreement but subject to Clause 14.2, Parties will retain all right, title and interest in and to all know-how, methodologies, processes, technologies or algorithms used in providing the services which are based on trade secrets or proprietary information or are otherwise owned or licensed by the Parties. No licenses will be deemed to have been granted by either Party to any of its patents, trade secrets, trade markets or copyrights except as otherwise expressly provided in writing by the other Party under this Agreement.

## 15. FORCE MAJEURE

If any Party's performance of any of its obligations hereunder is prevented, restricted or interfered with only by a reason of fire, or other casualty or accident, lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, land slide, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions, acts of god, natural calamities, epidemic, war, violence, orders passed by the courts or tribunals, change/amendment in Law, requirement of any government agency and such other actions not in the control of the Party then that party upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that the non-performing Party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder whenever such causes are removed.

## 16. LIQUIDATED DAMAGES

### 16.1 Liquidated Damages for delay

If the Contractor shall fail to complete any part of the Services by the relevant time for completion, then the Contractor shall pay or allow to the Client liquidated damages for such default for every day which shall elapse between the time for completion as stated in Clause 7.1 and the date of actual completion of that part of Services. Provided always that liquidated damages shall be 1.0% of Consideration for every seven days delay and the aggregate liability of the Contractor for liquidated damages shall not exceed 10 (Ten) % of the Consideration.

The Parties acknowledge that the liquidated damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by the Employer in the event of any such failure on the part of the Contractor and the Contractor irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of liquidated damages are not reasonable nor will it put the Employer to the proof thereof, nor further contend that its Agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the Employer.

Nothing contained in this Clause shall operate to restrict any other rights and remedies available to the Employer under the Applicable Laws or under this Agreement.

### 16.2 Payment of Liquidated Damages

#### 16.2.1 The Client may:

16.2.1.1 deduct and retain the amount of any liquidated damages becoming due under Clause 17.1 from any sums due or which become due to the Contractor ; or

16.2.1.2 require the Contractor to pay such amount to the Client within 8 (eight) days after receipt of the notice from the Client, notwithstanding any dispute between the Parties as to the amount due or the liability to make payment of the same.

16.2.2 The payment of liquidated damages does not in any way relieve the Contractor from any of its obligations to complete the whole of the Services or any section, or from any other obligations and liabilities of the Contractor under this Agreement.



### 16.3 Calculation of the rate of Liquidated Damages

The Parties recognise the expense and inconvenience likely to be incurred from any need to prove the loss and damage that will be suffered by the Client in the event of a failure by the Contractor to achieve completion of the whole of the Services or any section by the relevant time for completion. The Parties acknowledge that the liquidated damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by the Client in the event of any such failure on the part of the Contractor and irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of liquidated damages are not reasonable nor will it put the Client to the proof thereof, nor further contend that its agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the Client. If the payment of liquidated damages is unenforceable by the Client for any reason the Contractor shall be liable to pay the Client's actual losses and costs caused or to the extent contributed to by the delay to the time for completion for which the Contractor is responsible.

### 16.4 Later adjustment of Time for Completion

If the Client grants, any extension of time or further extension of time which would result in a change in the time for completion as stated in ANNEXURE I and other Clauses of this Agreement, it shall re-calculate the amount of any liquidated damages to which the Client is entitled and shall forthwith notify the Contractor of the amount thereof, if any, or of any adjustment applicable to any such amounts already notified, as the case may be.

### 17. PERFORMANCE SECURITY (NOT APPLICABLE)

~~The Contractor shall, upon signing of this Agreement, provide to the Client the performance guarantee from a bank in India to which the Client has given its prior approval in writing, in a sum equal to 05% of Consideration in the form appearing in ANNEXURE IV for the due observance and performance by the Contractor of the Agreement. The Contractor shall maintain the said Performance Guarantee so that it shall remain in full force and effect until 90 days after the expiry of Warranty Period. In the event of a revision of the Consideration, the value of the performance guarantee shall be increased proportionately by the Contractor, if required by the Client. The cost of obtaining the performance guarantee shall be at the expense of the Contractor and shall be included in the Consideration.~~

~~In addition to any other rights of the Client, the Bank Guarantee will be subject to encashment by the Client in case of a breach of this Agreement by the Contractor at Client's sole discretion.~~

### 18. CONTRACTOR'S OBLIGATIONS

- a. The Contractor shall perform the Service/s upon the terms and conditions and within the agreed timelines set out in this Agreement.
- b. The Contractor shall exercise all reasonable skill, care and diligence in the performance of all or any of the Service/s and, in so far as its duties are discretionary, shall act fairly between Client and any third party.
- c. The Contractor shall, notify Client as soon as possible, within reasonable time, any short comings/omissions/ errors etc. of whatsoever nature regarding the information/ data supplied by the Client; for and in relation to the performance of the Service/s.
- d. The Contractor shall comply with all lawful and reasonable directions and instructions which may be issued to the Contractor by Client in respect of any matter connected with the Service/s from time to time.
- e. The Contractor shall keep Client informed on all matters related to the Service/s within the knowledge of the Contractor and shall answer all reasonable enquiries received from Client and render reports as per agreed submission schedule, and shall assist Client to form an opinion as to the manner in which the Contractor is proceeding with the Service/s.
- f. The Contractor shall co-ordinate the performance of the Service/s with any other contractors separately appointed by Client in respect of the Project. Without prejudice to the foregoing, the Contractor shall obtain all necessary drawings, documentation and information relating to the Service/s from Client to enable the Contractor to perform its obligations under this Agreement. However, the Contractor shall not be liable for any delay, loss or damages arising under this Agreement for reasons of non-availability of such drawings, documentation and information data.



g. The Contractor shall make available, at all time during the tenure of this Agreement, the personnel in such numbers and of such qualifications, experience and competence as are necessary to carry out the Service/s in diligent and timely manner.

h. All materials to be used / methods to be performed shall be strictly in accordance with the relevant IS specification / code for the Services. The relevant specification / code for the safety and navigational aspects shall be referred for the type of tests and frequency of tests.

i. Contractor is bound to supply all information required under various security formats prescribed by the Government/ concessioning authority for the purpose of obtaining the security clearance (if applicable).

## 19. CLIENT OBLIGATIONS

a. Client shall keep the Contractor informed on such matters as may appear to them to impact the performance of the Service/s and shall give such advice, approvals, and decisions including approval pertaining to deliverables/drawings/Services, in writing, as shall reasonably be required in a reasonable time of 10 working days.

b. All information relevant to the Service/s shall be supplied free of charge to the Contractor subject to the provisions in this Agreement. Any documents supplied free of charge to the Contractor shall be returned to Company at the end of the Services.

## 20. PROGRAMME

(i) The Contractor shall submit a micro schedule programme to the Client for approval within 7 (seven) days of the date of this Agreement. The micro schedule programme shall show the order in detail in which the Contractor proposes to carry out the Services. The schedule programme shall have regard to, and be consistent with, the timelines of Project completion. The Programme shall be maintained in a "rolling format" updated and submitted on a weekly & monthly basis. Each month, the Initial Programme shall show progress for the 30 (thirty) days immediately prior to the data and proposed works for the 60 (sixty) days following the data date (the "data date" being the date on which progress is updated on the programme).

(ii) The said programme shall be compiled shall show or include, but not be limited to, the following:

(a) the Time for Completion for the whole of the Services and each section;

(b) the periods for submission of any Contractor 's documents to the Client together with the periods for comment to be given by the Employer or any third parties;

(c) details of any temporary works which, in the Contractor 's opinion, are critical to the satisfactory completion of Services;

(iii) If, at any time, the Client gives notice to the Contractor that the programme fails (to the extent stated) to comply with the Agreement or fails to be consistent with actual progress of the Services and the Contractor 's stated intentions or will so fail, the Contractor shall submit to the Client a revised programme showing the modifications to the programme as may be necessary to reflect actual progress of the Services and so as to ensure completion of the whole of the Services by the time for completion and to take account of any extensions of time granted in accordance with the Agreement and any measures required to be taken by the Contractor to expedite the Services.

(iv) Throughout the progress of the Services, the Contractor shall submit to the client monthly updates of the programme and any documents which are included in or form part of the programme.

## 21. GENERAL

21.1. Assignment: The Contractor shall not transfer or assign its rights or obligations under this Agreement without the prior written consent of the Client. The Client may transfer any or all of its rights, benefits and obligations under this Agreement to any of its affiliate companies or its lenders. In case of assignment or creation of security in favour of the lenders, the Contractor shall reasonably cooperate with the Client and such lenders and shall, at Contractor's sole expense, provide such notices or



documents in a form as prescribed in Form II or execute such direct agreements in such form as may be approved by the lenders.

21.2. **Amendments and Waivers:** This Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by mutual written consent of both the Parties. Any amendment or waiver effected in accordance with this Clause 21.2 shall be binding upon the Parties.

21.3. **Survival:** Termination of the Agreement shall not relieve the Contractor of the obligations under Clause 1, (Definitions), Clause 2 (Interpretations), Clause 5 (Term and Termination), Clause 8 (Governing Law and Dispute Resolution), Clause 9 (Indemnity), Clause 10 (Confidentiality), Clause 11 (Notice), Clause 16 (General) which shall survive the expiry/termination of this Agreement in accordance with its terms.

21.4. **Severability:** If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein. Any invalid, illegal or unenforceable provision of this Agreement shall be replaced with a provision that is valid, legal and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by Law.

21.5. **Relationship of Parties:** This Agreement is intended solely as a services agreement, and no partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship is intended between the Parties. The Personnel shall be deemed at all times to be under the supervision and responsibility of the Contractor; and no person employed by the Contractor acting under the terms of this Agreement shall be deemed to be acting as agent or employee of the Client or any customer of the Client for any purpose whatsoever unless they are under the roster of the Client or such other party as appointed by Client. Neither Party shall have any authority to bind the other Party to any contractual or other obligation whatsoever.

21.6. **No third party beneficiaries:** This Agreement is not intended to create any rights in any Person or entity who is not a Party, and no such rights are created hereunder unless approved in writing by the Client.

21.7. **Contractor's representation:** Upon occurrence of an event of default under this Agreement, the Contractor will act in accordance with the consent letter signed with the lenders.

21.8. **Entire agreement:** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject matter hereof.

21.9. **Further Assurances:** The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of this Agreement.

21.10. **No advertising:** No advertising, publicity release or similar public information concerning this Agreement shall be published by either Party without the prior consent of the other Party.

21.11. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

21.12. **Billing Address :** **Visakha Container Terminal Pvt. Ltd.(T2 project)**  
Opposite Town Hall, Beach Road, Visakhapatnam - 530001  
GST No. 37AABCV4834B1ZJ

21.13. **Relationship:** Nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee, agency or other special relationship between the Parties. Contractor shall not have, and shall not represent that it has, any right or authority to bind Company or to assume or



create any obligation or responsibility, express or implied, on behalf of Company.

21.14. **No Drafting Penalty:** Neither Party to this Agreement shall be deemed to be the drafter of any of the provisions of such document. No Party shall thus take any position in any dispute resolution proceeding or otherwise that any vague or ambiguous provisions of this Agreement should be construed against the other Party simply because such other Party may have actually drafted such provision.

21.15. **Pollution and Contamination:** Contractor shall be liable for, and shall defend, indemnify and hold Company harmless from and against any claim resulting from pollution and/or contamination which originates:

- a. from the property of the Contractor (including, but not limited to, the Contractor's equipment); and/or
- b. from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor;
- c. arising out of or and in connection with the performance of this Agreement, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Company.

21.16. **GST No of Contractor :**

## 22. ANTI BRIBERY AND ANTI CORRUPTION

Neither Contractor nor any of its respective directors, officers, agents, stockholders or employees acting on behalf of Contractor, has taken any action that will or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, as amended, the Canadian Corruption of Foreign Officials Act, Prevention of Corruption Act, 1988 as amended. Contractor has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly: (i) to any individual including government officials; or (ii) to an intermediary for payment to any individual including government officials; or (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means. Contractor has not, nor to Contractor's Knowledge, has any of the Contractor's directors, officers, agents, stockholders or employees acting on behalf of Contractor established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason.

Neither Contractor nor any of its respective directors, officers, agents, stockholders or employees acting on behalf of Contractor, directly or indirectly transacts business with or for the benefit of any Sanctioned Person in violation of Sanctions; or (c) otherwise violate Sanctions or take any actions that will result in any of the Parties becoming a Sanctioned Party.

"Sanctioned Party" means at any time any person or entity: (a) listed on any Sanctions-related list of designated or blocked persons; (b) resident in or organized under the laws of a country or territory that is the subject of comprehensive restrictive Sanctions (including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine); or (c) majority-owned or controlled by any of the foregoing.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the United States, (ii) the United Nations Security Council, (iii) the European Union and its member states, (iv) the United Kingdom, and (v) the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of Commerce, and the U.S. Department of State.

Contractor shall review and comply with Company's Anti- Corruption Compliance Policy.

Upon three business days notice, Contractor shall permit the Company's or its professional advisors to access to its books, records, and accounts for the purposes of assessing and auditing compliance with this Purchase Order and applicable laws.

Contractor shall inform Company's of any changes to the representations contained herein and shall



certify these representations on an annual basis.

No Party to this Purchase Order shall, directly nor indirectly, undertake nor cause nor permit to be undertaken any activity which is:

- (1) illegal under any applicable laws or regulations, or;
- (2) would have the effect of causing the other party or its subsidiaries or affiliates to be in violation of the corrupt practices and applicable corruption laws.

In connection with this Purchase Order, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the Government(s) of the territories in which work will be performed hereunder.

Any person(s) or Party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

- i) influence any official act or decision, or;
  - ii) induce an Official to use his or her influence to affect a decision of any Government or international organization, or;
  - iii) induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
  - iv) assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
  - v) to obtain an unfair advantage for the Parties in any respect.
- vi) In connection with this Purchase Order, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Purchase Contract
- vii) Neither Party shall retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this Purchase Order without obtaining others' prior written consent.
- viii) Parties hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of the Parties is an Official and that the Parties shall not employ any Official during the term of this Purchase Contract Parties further covenants that no Official is deriving any benefit, directly or indirectly, from this Purchase Contract

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

Signed for and on behalf of the Client

Signed for and on behalf of the Service Provider

\_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_



## Annexure 1

Agreed scope of work will consist of Excavation, Loading & Transportation of Reclamation material from Quarry Sites and unloading/ /Dozing/Leveling the same at Project Site( as mentioned below as per technical specifications for the complete scope of work as per the Bill of Quantities mentioned in Annexure – II )

### 1.0 Scope of Work

1.1 Supply of Reclamation material from suitable / alternate source and transporting the same by road to VCTPL site and unloading the same as per technical specifications for Employer's Container Terminal Extension at Visakhapatnam Port in accordance with the terms & conditions of the contract as mentioned herein below. He has to establish his Organization team, Labour camps, accommodation, site laboratory and work shop etc., as required / directed by the Employer. He will be responsible for Liaisoning works with Visakhapatnam Port Trust, Andhra Pradesh mining Dept., and other local statutory Dept. related to the given scope.

1.2 Obtaining the necessary statutory permissions and payment of necessary statutory charges as applicable to the respective authorities such as VPT, AP Govt. Mines Department and any other statutory bodies will be the responsibility of the Contractor. VCTPL shall facilitate in approaching these authorities and the contractor has to pursue further, including payment of necessary and applicable charges to meet the project requirements.

1.3 The contractor must consider and has to take care of all risks, legal and contractual obligations and general items of cost elsewhere, while deploying the plant, equipment, manpower, materials and must have demonstrable experience to carry out the scope of work.

1.4 Conducting Initial, Intermediate and Final Surveys at the Quarry Area for quantification purposes.

1.5 Conducting specified field and laboratory tests for the material as specified in ITP/QAP and as desired by the Client's Engineer, with the necessary frequency of testing.

1.6 The type of Material to be excavated and loaded on to trucks will be as per the Client's approval, in accordance to the specifications and approved drawings.

### 2.0 Minimum Equipment & Infrastructure List

2.1 The Contractor has to submit the list of minimum equipment envisaged to be deployed at site for completing the scope of work. All equipment shall be duly & sufficiently insured as per prevailing laws and a copy of the same to be submitted to the Client before deploying the equipment.

#### 2.2 Infrastructure & Resource Deployment

The minimum Infrastructure to be provided at the Project site is listed as below. However, Contractor is required to confirm the details of Infrastructure planned to be provided by him for completing the scope of work.

- |  |               |
|--|---------------|
| • Site office                                  | -1            |
| • Work shop                                    | -1            |
| • Quality control (Lab)                        | -1            |
| • Labour camp and its utilities                | -1            |
| • Temporary structures for Loading & Unloading | -2            |
| • Provision of entry and exist gates           | -2            |
| • Road diversions/temporary roads              | -As required. |



### 2.3 Infrastructure Details:

- **Site office:** The site offices should be installed near to work spot one each at lorry loading point where the site staff and client representative should have free access and all welfare facilities to be provided by contractor.
- **Work shop:** The work shop shall be adequate for all Electrical & mechanical equipment maintenance requirement and all spares which are in use. The equipment used for the excavation & transportation shall be fit to work along with necessary competency certificates of the relevant statutory authority. The equipment will be allowed to be operated only with a competent driver having necessary competency certificate from the relevant statutory authority for driving / operating and also in compliance with Environmental, Health, Safety and Welfare requirements specified thereon and applicable for all contractors and subcontractors. A copy of all statutory documents related to equipment is to be maintained at site and it will be randomly inspected by client (VCTPL). These documents must either be with the equipment or at a nearby site/office.
- **Quality control (Lab):** The Quality Control Lab needs to be established for frequent inspection and monthly records need to be submitted as per ITP / QAP.
- **Labour camp and its utilities:** The Contractor shall arrange to establish suitable labor camp. He has to facilitate workers' needs and has to take care of all their water, power and hospitality and hygiene requirements. Necessary barricading for separating the working area and residential area shall be provided by the Contractor. Housekeeping and maintaining the labour camp shall be as per the governing laws and will be randomly checked by client.
- **Temporary structural setup for Loading / Unloading:** The contractor has to arrange a workable temporary setup (Ramp / Conveyor) for loading of the quarry material into the lorries at the quarry source locations and unloading the transported materials from lorries / dumpers at Project Site as per methodology to be approved by the Client.
- **Road diversions/temporary roads:** The contractor will be required minimum of two lane road with a width of 3.5m for each lane at flat surfaces and a minimum of single-lane road in hilly terrain area with a minimum width of 5.0 m. There shall be separate temporary entry and exit roads for each movement of the lorries, to minimize conflict.
- There shall be shoulder protection/slope protection as required to maintain the required widths of the roads. Necessary drainage arrangements shall be provided for surface run-off water without damaging the roadways. Maintenance of the roadways will be the responsibility of the Contractor.
- **Provision of entry and exit gates:** The contractor shall arrange temporary gates for in and out by taking necessary permission from the governing authorities like VPT, Navy, etc.,

### 3.0 Minimum Manpower

The Contractor shall submit a list of minimum manpower proposed to be provided for the subject work (including shift wise) along with the duties and responsibilities of the deployed staff.

All site staff and workmen shall adhere to implement the safe and quality works practices & will abide Client's instructions in this regard.

### 4.0 Statutory Permission And Statutory Charges

- Obtaining the necessary statutory permissions and payment of necessary statutory charges as applicable to the respective authorities such as VPT, AP Govt. Mines Department, Municipal Authorities, Electricity & Power Departments, and any other statutory bodies shall be at the cost & responsibility of the Contractor. VCTPL shall facilitate in approaching these authorities and the contractor shall pursue further, including payment of necessary and applicable charges to meet the project requirement.

### 5.0 Working Procedure

- Establishment of Free-way for the vehicle movement from Site location up-to the source point, where the material is being sourced.
- Jungle Clearance and removal of accumulated mud/dust/overburden over the existing rock stacks to avoid contamination of the source material.



- Stacking and Disposal of the jungle shrubs/muck to ensure isolation of the good quarry material.
- Upon reaching the source, establishing the available free space for stacking area requirement at the source for the ease of material lifting.
- Establishment of designated areas for segregation, storage, lifting as well as transportation activities.
- Commencement of digging operations of the existing stacks of rock material, as per the desired zone requirements.
- Segregation and Stacking of the required graded material for the purpose of lifting and transportation, including planning for different loading points so that simultaneous activities are commenced for transportation of the material through trucks / Dumpers.
- Loading of the material into Lorries / dump trucks, to ensure continuity of the material flow up-to the site location.
- Ensuring safe, free and continuous flow of the material movement through dump trucks, through-out the path till unloading point at site.
- Movement of these loaded transit dump upto site location.
- Leveling of the dumped material at the site location to ensure optimum filling levels.
- Periodical survey of the Rock Source Area by third party at Contractor's cost for billing purpose.
- Contractor shall submit the necessary daily/weekly/monthly progress reports including progress photographs as directed by the Client without fail.
- The Contractor shall submit his working methodology in-line with the above or with any further improvements, but well in advance (two weeks) and obtain the approval of the Client.

#### 6.0 Specifications for reclamation

For construction using quarried stone materials, this Specification refers to The Rock Manual (2007) -The use of rock in hydraulic engineering, (2nd edition). C683, CIRIA, London.

The Contractor shall be deemed to possess a copy of CIRIA - The Rock Manual and shall provide a copy on Site.

#### 7.0 Definitions

The following terms shall have the meanings stated:

Item	Description
Core or core stone	Quarry stone forming the main body of the structure
Aspect Ratio	of a piece of rock means the ratio between the length, l, (defined as the greatest distance between two points on the stone, e.g., diametrically opposite corners of a cuboidal block) and the thickness, d, (the minimum distance between two parallel straight lines through which the stone can just pass).
Quarried stone	means broken natural stone which is coarser than road stone.
Quarry run	means granular material in quarry blast pile with no fines control



Item	Description
Graded quarry stone	means quarried stone which is graded by sieve sizes or by weight of the stone.
Fine-graded quarry stone	means a grading which is determined with the aid of sieve sizes.
Light-graded quarried stone	means a quarried stone grading which is determined by weight or size of stone for weights less than 300 kg.
Heavy-graded quarried stone	means a quarried stone grading which is determined by weight for stones of at least 300 kg.
Stone fragment	means a piece of stone in a grading with a lesser weight or size than the Extreme Lower Limit (ELL) for that particular grading class.
Effective mean weight, W <sub>em</sub>	means the arithmetical average weight of all blocks in a sample excluding any stone fragments.
Effective mean mass, M <sub>em</sub>	means the arithmetical average mass of all blocks in a sample excluding any stone fragments.
Load of quarried stone	means the quantity of quarried stone per unit of transport.
Producer	means the organization which operates the production of rock materials from the quarry.
Supplier	means the organization which supplies, including transporting, the rock from the quarry to the construction site. This may be the Producer, an independent organization, or the Contractor.
ELL	Extreme Lower Limit of grading.
NLL	Nominal Lower Limit
NUL	Nominal Upper Limit
EUL	Extreme Upper Limit of grading.
The Rock Manual	CIRIA, CUR, CETMEF (2007). The Rock Manual -The use of rock in hydraulic engineering. (2nd edition). C683, CIRIA, London.

#### 8.0 General requirements

The Contractor shall submit details of the methods he proposes to adopt and the construction equipment he proposes to employ.

#### 8.1 Grading and levelling

The Contractor shall grade the area allotted to him by the Employer for creation of Temporary Facilities such that the surface water run-off is easily drained and does not pond either within the area allotted to the Contractor or any other area used by the other contractors or the Employer.

#### 8.2 Site data

The information/data about the Site is available with the Employer, and the same can be provided upon request.

#### 8.3 Method statement

The Contractor shall submit the Method statement to the Employer for review & approval, full details of the proposed construction method for the structure.

The details shall include, but not be limited to the following:



- Proposed additional site investigation works, if any.
- Specific geological stratum or strata to be utilized
- Material testing records
- Specific gravity
- Methodology for quarry run/rock gradation, inspection and weighing
- Proposals for quarry run/rock handling, transport to site and storage at stockpile as per gradation
- Method of checking compliance with grading and recording weights
- Proposed temporary works, if required, to ensure short-term stability of the stock piles during the construction period.
- Enabling works required to carry out the works.
- Proposed source of quarried run/stones including documentation showing that the proposed materials from each quarry or quarry face comply with this specification and evidence that the source can supply the required quantity. Details of development and restoration of quarries to be included.
- Method statement for handling, stockpiling and disposal of noncompliant rock materials.
- Environmental, Health and safety considerations as per VCTPL requirements

#### 8.4 Quarry Run

Core material (quarry run) is used for volume filling. As such, they do not have requirements for a characteristic size such as M50. However, the quarry run shall be well graded and fall within the following gradation envelope limits shown in the table below.

Table 8.1: Quarry run gradation requirements for volume filling

Sieve Size (mm)	360	180	63	20	4.75	0.425	0.063
Lower Limit (% passing)	100	70	40	20	10	5	1
Upper Limit (% passing)	100	100	100	100	85	45	10

##### 8.4.1 General

All quarry run used in the Works shall comply with the requirements specified herein. It shall be obtained from quarries approved by the Employer and shall comply strictly with the tests described in this Specification.

Quarry run shall consist of sound material from an approved quarry and shall comply strictly with the following requirements:

- The maximum particle size of quarry run shall be 360mm and maximum allowable silt content (<0.063mm) shall be 10% and shall be stockpiled for transportation to barge loading point.
- The quarry material with size more than 360mm shall be segregated and separate stock pile shall be prepared for light grading (15kg to 300kg) and heavy grading (300kg to 15000kg). This heavier material may be utilised for construction of rock bund on lee side of eastern breakwater and for construction of rock bund behind berth. Quality of this light grading and heavy grading material shall be Good to Excellent as per CIRIA Rock Manual.



- The materials shall be clean, without earth, clay, and waste or sticky substances.
- Inclusions of any dirt, sand, clay, shale, oil and oil-stained stones and rock fines and bituminous or any organic or other deleterious material shall not be permitted.
- Quarried run shall not contain visually observable or chemically detectable impurities or foreign matter in such quantities that these are damaging for the construction application of the quarried stone or for the environment in which the quarried stone is to be placed.
- The quarry run shall conform to the grading requirements mentioned in the above sections
- The rock shall conform to the quality criteria are shown in Table 9.2
- Final acceptability of quarry run shall be as determined by the Employer through visual inspections, evaluation of service records, and applicable laboratory test results.

Table 8.2: Quarry run quality criteria, light grading and heavy grading

Test	Testing method	Acceptance criteria
Gradation	CIRIA Rock Manual	Maximum particle size of reclamation fill shall be 360mm and maximum allowed silt content (<0.063mm) is 10%
Bulk density, specific gravity and water absorption	IS 2386 P-3	-
Field Examination	ASTM D 4992	No deleterious materials

#### 8.4.2 Gradation

Gradation shall be in accordance with Section 3.8.3.2 of CIRIA Rock Manual. The sample mass of test specimen shall be 250kg. For coarse grading EN 13382-2:2002 recommends use of steel rod sieves, with square openings of 250mm, 180mm, 125mm, 90mm and 63mm, fitting on receivers, and single opening sieve, 360mm. Test sieves with apertures conforming to ISO 3310-2:1999 are necessary for openings smaller than 63mm.

#### 8.4.3 Bulk density, specific gravity and water absorption

The tests shall be carried out as per IS:2386 (Part III)-1963.

#### 8.5 Inspection

##### 8.5.1 Location

The Contractor and the Employer shall jointly undertake inspections for quarry run quality and grading at the quarry location and stockpile locations. The influence of loading, transporting and unloading the rock on the quality requirements shall be assessed by sampling and testing after delivery to the Site, and suitable adjustments made to quality criteria at the quarry to ensure that quarry run meets the specified requirements after delivery to Site.

##### 8.5.2 Sampling

The Contractor shall submit details of the materials he proposes to use in the Works including type and source and shall provide samples of each material at a location acceptable to the Employer. The Contractor shall make tests on each material to prove compliance with the Specification, each test being repeated at least three times and shall submit two copies of all test results.

For reference purposes the Contractor shall establish sample piles of each grading of rock which has been specified for use in the Works.



Samples for establishing the grading of quarried stone shall generally be taken in accordance with Sections A1.8.2.1 to A1.8.2.3 of CIRIA Special Publication 83/CUR Report 154 – Manual on the use of Rock in coastal and Shoreline Engineering. The Engineer shall select an appropriate method of sampling from the methods detailed in Section A1.8.2.4 of CIRIA Special Publication 83/CUR Report 154.

**8.5.3 Transport and identification of the samples**

For the transport of a sample, precautions shall be taken so that no material is lost and that the sample is not contaminated. A sample shall be accompanied by a certificate drawn up by the person responsible for taking the sample. The certificate shall include the following information:

- Reference to CIRIA Rock Manual
- Name of the Producer and location of the quarry or other source where the sample is extracted.
- Description and class designation of the grading.
- Weight of the sample.
- Details of the location and method of sampling, including the date of sampling.
- Name of the person who took the sample.

**8.5.4 Testing of rock samples**

Tests for the properties of quarry run shall be made at intervals of one month or at another interval agreed by the Employer, and also whenever the source of material is changed, including the change to a new stratum in an existing quarry. The procedure and frequency of testing shall be to the approval of the Independent Engineer or the Employer.

**8.6 Quality Control**

The Contractor shall develop a Quality Control Procedure whereby the frequency of testing may be reduced subject to the agreement of the Employer.

The samples for each source of quarry run material shall be carried out weekly, commencing at the start of production, until it can be demonstrated that the source is consistently producing the required grading. In addition, the Contractor shall undertake additional sampling and testing when circumstances so dictate or as instructed by the Employer. Table 9.3 indicates the desired minimum frequency of testing.

Table 9.3: Minimum testing frequency

Description of test	Test frequency
Gradation (Size distribution)	One set of tests per 10,000 t plus any load with high percentage of fines(silt content)
Bulk Density	One set of tests per 10,000 t
Specific gravity	
Water absorption	One set of tests per 10,000 t

Any material in non-compliance shall be rejected and removed from the Site by the Contractor.

**8.7 Transporting and placing of material**

**8.7.1 Access to works**

The Contractor shall consult with the Police and Highway Authorities and comply with any restrictions imposed by these authorities on the timing of access to the Site if transported by road to comply with any restrictions imposed in the operational area by either the Employer or other Works in the vicinity of the Site.



**8.7.2 Transport and handling**

Contractor shall transport quarry run material by land and shall take all precautions or provide all means necessary to ensure that the various classes of rock material are deposited in the position and to the slopes indicated on the Drawings.

**8.7.3 On-site inspections**

The Contractor shall provide all facilities for any on-site inspection, categorization, and approval/rejection activities on materials indicated in this Specification.

**9. Project Site:**

Visakha Container Terminal Private Limited  
Beach Road, Opp. Town Hall, Near Fishing Harbour,  
VISAKHAPATNAM - 530 001  
Andhra Pradesh  
INDIA.

**10. Quarry sites:**

Site 1 : Sabhavaram, Survey Number No. 75, Visakhapatnam  
Site 2 : Sabhavaram, Survey Number No. 96, Visakhapatnam  
Site 3 : Tadi Village, Pharmacy, Survey No.100, Visakhapatnam  
Site 4 : SR Puram, Survey No. 100, Visakhapatnam  
Site 5 : Jurong Park, IT park , Visakhapatnam



**ANNEXURE II**

**CONSIDERATION**

Sr. No.	Scope of Work	Estimated Quantity	Unit	Unit Rate	Amount (INR)
1	<p>Excavation, Loading &amp; Transportation of Reclamation material from suitable / alternate source and transporting the same by road to VCTPL site, unloading/Dozing/Levelling the same as per technical specifications and as approved by engineering in charge complete including but not limited to</p> <p>a). Mobilisation of required plants, machinery, cranes, Manpower, labour camps, site laboratory, work shop, weigh bridge etc.</p> <p>b). Excavation, gradation, segregation and stock piling of all type of material such as soil, boulders, rock etc. at the quarry source.</p> <p>c). Transportation by road from the quarry and unloading the materials at VCTPL Project site as directed.</p> <p>d). Obtaining all required statutory and legal permits required to execute the work.</p> <p>e) Measurement of work executed.</p> <p>Mode of measurement: The Mode of Measurement will be on the basis of weight measurement scientifically carried out by the Contractor at his cost, at the VCTPL Project site for quantification purposes as approved by the Engineer in charge, complete. Intermediate quantification of work shall be on the basis of actual quantity executed at site based on the intermediate weight measurements as mentioned above from time to time, carried out by the Contractor at his cost. Minimum quantity measurement at intermediate stage shall not be less than 10% of the total work, which shall be based on the actual supply work executed by the Contractor measured at site, at the cost of the Contractor.</p> <p>The arrangements for quantification on weight basis shall be at the cost of Contractor as directed and as approved by the Engineer in Charge complete. Rest of all the conditions remaining same as above complete.</p>	2,00,000	MT	90.32	1,80,64,000
	Sub Total				1,80,64,000
	GST@18%				32,51,520
	Total Amount(INR)				2,13,15,520
	<b>In Words: Rupees Two Crores Thirteen lakhs Fifteen thousand Five hundred and Twenty only.</b>				

The prices as above are all inclusive of all taxes and GST, without escalation till the entire scope of work is completed, delivered and our acceptance thereof.



ANNEXURE III

Form of Advance Payment Guarantee ( Not Applicable)

Advance Payment Guarantee No. [●] (the "Guarantee") for the [Details of the Works] (Package No. [Number of the Package]) at [Details of the Project]

TO: [Name of the Company]

Whereas

(A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the "Contract") [Name of the Company], a company incorporated with limited liability under the Indian Companies Act, 1956, having its registered office at [To be inserted] (the "Client" which expression shall include its successors and permitted assigns) has appointed [●] (the "Contractor") for the design and execution of the [Details of the Works] in relation to the project for the development of the [Details of the Project].

(B) The Client has agreed to pay the Contractor the sum of Rs. [●] (Rupees [●]) as an advance payment of sums due to the Contractor under the Contract (the "Advance Payment").

(C) Pursuant to the Contract, the Contractor is obliged to procure an advance payment guarantee (hereinafter referred to as the "Guarantee") in the manner hereinafter appearing in the sum of the Advance Payment.

In consideration of your accepting our obligations herein contained in discharge of the Contractor's obligation to provide such Guarantee, and in consideration of, and subject to, your paying to the Contractor following receipt of this Guarantee the Advance Payment we [name and address of the Bank] hereby irrevocably and unconditionally agree to make payment to you of any amount up to or equal to the Advance Payment and accordingly covenant with you and agree as follows:

1. Upon receipt of a written demand or demands by you upon us in the form set out in Form 1 hereto ("Demand"), from time to time or at any time and without being entitled or obliged to make any enquiry of you, or the Contractor, and without the need for you to take legal action against or to obtain the consent of the Contractor, and notwithstanding any objection by the Contractor or any other third party and without any proof or conditions and without any demur, reservation, contest, recourse or protest and without any right of set-off, deduction or counterclaim, we shall forthwith pay to you the amount or amounts specified in such Demand or Demands, not exceeding in aggregate the Advance Payment, it being confirmed that you may make as many separate Demands hereunder as you think fit. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct. You shall not be obliged to exercise any other right or remedy you may have before making a Demand under this Guarantee.

2. The written demand referred to in paragraph 1 shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 7 a demand in the form set out in Form 1 hereto.

3. Subject to paragraph 1 above, on receiving the Demand, we shall forthwith pay to you the sum so demanded to the bank account set out in the Demand.

4. Subject to paragraph 1 above, your Demand shall be conclusive evidence (and admissible as such) of our liability to pay you and of the amount of the sum or sums which we are liable to pay you. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part:

4.1 any time or waiver granted to the Contractor;

4.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Contractor.



- 4.3 any legal limitation, disability or incapacity relating to the Contractor;
- 4.4 any variation of or amendment to the Contract or the Works or any other document or security so that references to the Contract in this Guarantee shall include each such variation and amendment;
- 4.5 any unenforceability, invalidity or frustration of any obligation of the Contractor or any other person under the Contract or any other document or security waiver by you of any of the terms provisions conditions obligations and agreements of the Contractor or any failure to make demand upon or take action against the Contractor;
- 4.6 any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and
- 4.7 any petition for the winding up of the Contractor has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the Contractor has been made by a Court of competent jurisdiction;

5. This Guarantee shall remain in full force and effect until [Date] or until the expiry of 28 (twenty-eight) days from the date on which the full amount of the Advance Payment shall have been repaid, whichever is earlier. Subject thereto, this Guarantee shall expire when the Advance Payment is paid by us in full to you in accordance with paragraph 1.

6. We acknowledge and agree that the benefits of this Guarantee may not be transferred or assigned by us. The benefits of this Guarantee may however be assigned in full by the Client to any person to whom all the benefits of the Contract are transferred under the terms of the Contract, and to the Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by the Client to meet or contribute to the cost of such project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without our prior written consent, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignment shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way have the effect of extending the Expiry Date.

7.

7.1 Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 7.2 shall be delivered to, or sent by pre-paid registered post, or facsimile transmission to the Guarantor at [address and fax no.] marked for the attention of [●], or such other address as may be notified in writing from time to time.

7.2 Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service;
- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of [To be inserted]) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

8. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of [To



be inserted] for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

9. Our liability under this guarantee shall not exceed Rs. [●] (Rupees [●] only).

10. This Guarantee shall be valid up to [Expiry Date].

11. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

IN WITNESS HEREOF this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2018.

Signed by )  
[●] )  
for and on behalf of )  
the Guarantor ) .....

Dated: .....



FORM 1

To: [Bank]

Dear Sirs

Advance Payment Guarantee No. [●] (the "Guarantee") for the [Details of the Works] (Package No. [Package Number]) at [Details of the Project]

Advance Payment - Guarantee No. [●] (the "Guarantee")

1. We refer to the above Contract and Guarantee. Terms defined in the Guarantee shall have the same meaning herein.

2. In accordance with the terms of the Guarantee we require payment by you of the sum of Rs. [●] (Rupees [●]) to the following account:

Account Number: [●] with [●] Bank, [●] Branch, Sort Code [●].

Yours sincerely,

Signed by

[●]

for and on behalf of

[Name of the Company]]

)

)

)

)

.....

Dated:

.....



## ANNEXURE IV

### Form of Performance Guarantee ( Not Applicable)

Performance Guarantee No. [●] (the "Guarantee") for the [Details of the Package] at [Details of the Project Site]

TO: [Name of the Company]

Whereas

(A) By an agreement dated on or about the date of this Guarantee (and referred to herein as the "Contract") [Name of the Company], a company incorporated with limited liability under the Indian Companies Act, 1956, having its registered office at [To be inserted] (the "Employer" which expression shall include its successors and permitted assigns) has appointed [●] (the "Contractor") for the design and execution of the [Details of the Works] in relation to the project for the development of the [Details of the Project].

(B) The Contract requires the Contractor to procure and deliver to the Employer a Performance Guarantee.

(C) The Contractor has approached the Guarantor, for issuance of the Guarantee and at the Contractor's request and in consideration of the premises, the Guarantor has agreed to give such guarantee as hereinafter appearing.

In consideration of your accepting our obligations herein contained in discharge of the Contractor's obligation to provide such Guarantee we [name and address of Bank] elsewhere in this document referred to as Guarantor or Bank, hereby irrevocably and unconditionally agree that:

1. Upon receipt by us of a first written demand or demands from you (a "Demand" or "Demands") in the form set out in Form 1, complying with the provisions of paragraphs 2, 3 and 4 of this Guarantee from time to time or at any time (subject always to the provisions of paragraph 6 below) we shall, without further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry of you or the Contractor, pay you forthwith and in full without any deductions or set-offs or counterclaim whatsoever the sum claimed by you in such Demand, or such lesser sum which in aggregate with all sums previously paid hereunder shall not exceed an amount equivalent to the Guarantee Amount (as hereinafter defined). Subject to the terms of this Guarantee, you shall not be obliged to exercise any right or remedy which you may have before making a Demand under this Guarantee.
2. The value of the Guarantee Amount shall be from the date hereof an amount equivalent to Rs. [●] (Rupees [●] only).
3. You may make an unlimited number of Demands under this Guarantee provided that the aggregate of all sums paid under paragraph 1 shall not exceed the Guarantee Amount.
4. We shall make payment hereunder against receipt of a Demand made in accordance with paragraphs 1, 2, and 3 above without further proof or document and notwithstanding any dispute by the Contractor and such a Demand will be conclusive evidence, subject always to the provisions of paragraph 6 below, of our liability to pay you and of the amount or amounts which we are liable to pay to you.
5. Our obligations hereunder in respect of the sum or sums claimed under this Guarantee are primary, independent and absolute and not by way of surety only and we shall not be entitled as against you to delay payment.
- 6.
- 6.1 This Guarantee shall enter into force on the date hereof and shall be a continuing irrevocable obligation and subject to paragraph 6.2 below shall remain in force and effect until the [Date] [Insert the



date corresponding to the expiry of [45] months from the Notice to Proceed in accordance with the Contract] (the "Expiry Date") provided that if the date when we have paid you a sum which equals (or sums which in aggregate total) the Guarantee Amount pursuant to the written Demand or Demands under paragraph 1 ("Full Payment") occurs earlier than the Expiry Date, the Guarantee shall cease to have force and effect from the date on which Full Payment occurs.

6.2 If before the Expiry Date the Contract has been terminated our obligations hereunder (unless Full Payment has already occurred) shall continue until (but which shall not extend in any case beyond the Expiry Date) the earliest of the date on which:

- (a) you notify us in writing that you have no further entitlement under this Guarantee; or
- (b) Full Payment occurs.

7. Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights, of any party thereto, or amendment or other modification of the Contract, or any other fact, circumstance, provision of statute or law which might, were our liability to be secondary and not primary, entitle us to be released in whole or in part from our undertaking, shall not in any way release us from our obligations under this Guarantee.

8. Subject to paragraph 6, we shall not be in any way released or discharged from any liability hereunder by the termination of the Contract or the insolvency winding up, reorganisation, amalgamation or liquidation of the Contractor (including any appointment of a receiver, administrator, administrative receiver or supervisor of the Contractor or any of its assets) nor any dispute or disagreement whatsoever under the Contract between you and the Contractor or any other person, or any disclaimer of the Contract by the Contractor or any liquidator or any other person and the obligations of ours hereunder shall be continuing and shall remain in full force and effect. But so that our maximum aggregate liability in terms of this Guarantee shall not exceed Rs. [●].

9. Each Demand or other notice given hereunder by you shall be executed by your authorised representative. For the purposes of this Guarantee, your authorised representatives shall include your directors, such other persons as may be designated as your authorised representatives by notice to us and, in the case of any assignee of yours permitted pursuant to paragraph 12 such persons as may be designated as authorised representatives of such assignee in the notice of such assignment given pursuant to paragraph 13 as a result of which such person so became a beneficiary hereof.

10. References herein to you shall be construed so as to include any successors or permitted assigns or any such person in accordance with their respective interests. References in this Guarantee to any person shall be construed so as to include it and any subsequent successors, transferees and assigns in accordance with their respective interests.

11. Any reference in this Guarantee to any other agreement or document shall, unless otherwise expressly provided herein, be construed as a reference to that other agreement or document as the same may be amended, supplemented or novated from time to time.

12. The benefits of this Guarantee may not be assigned by us. The benefits of this Guarantee may however be assigned in full by you to any person to whom all the benefits of the Contract are transferred, and to Lenders (being the financial institutions, banks, funds and/or trusts who provide or refinance the debt component of the cost of the project for the development of the new [Name of the Company] (including guarantees, risk participation facility, take-out facility and other forms of credit enhancement) and includes any subscriber to/trustee for the holders of debentures/bonds or other securities issued by you to meet or contribute to the cost of such project) or to any agent, representative or trustee acting on their behalf, their assignees and successors in title which will include the right to make second or subsequent assignments but may not otherwise be transferred or assigned without the prior written consent of us, which consent shall not be unreasonably delayed or withheld. We undertake following receipt of a notice of any such assignment to make any payments made hereunder in accordance with the directions of such assignee. Provided that such assignment shall not in any case or way add to or increase our maximum liability under the terms of this Guarantee of Rs. [●], nor shall in any case or way have the effect of extending the Expiry Date.



13. Any demand, notice or other communication given in connection with or required by this Guarantee shall be made in writing (entirely in the English language) and subject to paragraph 14 shall be delivered by hand to, or sent by pre-paid registered post, or facsimile transmission to [Bank] at [address and fax no.] marked for the attention of [●], or such other address as may be notified in writing from time to time.

14. Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the property address for service;
- (b) if given or made by pre-paid registered post or facsimile transmission, when received,

provided in each case that if the time of such deemed service is either after 5.00 p.m. on a Business Day (being a day other than a Sunday or a public holiday on which banks are open for domestic business in the city of [To be inserted]) or other than on a Business Day service shall be deemed to occur instead at 9.00 a.m. on the next following Business Day.

15. This Guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this Guarantee hereby submit to the jurisdiction of the Courts of [To be inserted] for the purposes of settling any disputes or differences which may arise out of or in connection with this Guarantee, and for the purposes of enforcement under this Guarantee.

16. Our liability under this guarantee shall not exceed Rs. [●] (Rupees [●] only).

17. This Guarantee shall be valid up to [Expiry Date].

18. We are liable to pay the Guarantee Amount or any part thereof under this Guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before [Expiry Date] before 1400 hrs Indian Standard time, whereupon it ceases to be in effect in all respects whether or not the original Guarantee is returned to us.

IN WITNESS HEREOF this Guarantee has been duly executed by the Guarantor on this [●] day of [●] 2018.

Signed by \_\_\_\_\_ )  
[●] \_\_\_\_\_ )  
for and on behalf of \_\_\_\_\_ )  
the Guarantor \_\_\_\_\_ )

Dated: \_\_\_\_\_



**Form 1**

Dear Sir/s

Contract for the [Details of the Works] at the [Details of the Project] (the "Contract")

Performance Guarantee No. [●] (the "Guarantee")

We refer to the above Contract and Guarantee. Terms defined in the Guarantee shall have the same meaning herein.

In accordance with the terms of the Guarantee we require payment by you of the sum of Rs. [●] (Rupees [●]) to the following account:

Account Number: [●] with [●] Bank, [●] Branch, Sort Code [●].

Yours sincerely,

Signed by )  
[●] )  
for and on behalf of )  
[Name of the Company] ) .....

Dated: .....



FORM II

FORMAT FOR CONSENT /NO OBJECTION BY [●]

[On the letterhead of [●]]

[Date]

Vishakha Container Terminal Private Limited  
Godrej Colesium, Office number 801,  
C – wing, Behind Everard Nagar,  
Off Somiya Hospital, Sion  
India

Attention: Mr. Narasimha Kumar

Cc:  
Kavita Hindalekar  
Manager  
IDBI Trusteeship Services Limited  
T: (91) (22) 40807022; M: (91) 9892636346  
Asian Building, Ground Floor, 17, R. Kamani Marg,  
Ballard Estate, Mumbai – 400 001.  
Dear Sir/Madam,

Re: Consent for assignment of rights under the \_\_\_\_\_ contract dated [●] between [●] and Vishakha Container Terminal Private Limited, as amended from time to time (the "\_\_\_\_\_ Contract").

1. This is with reference to the letter provided by Vishakha Container Terminal Private Limited ("Company") dated \_\_\_\_\_ (a copy of the letter is enclosed herewith for reference), ("Request Letter"), requesting our consent for the assignment of the Company's rights, title, benefits, claims and interests in the \_\_\_\_\_ Contract in favour of the Security Trustee (acting for the benefit of the Secured Parties). Capitalized terms used herein, but not defined, shall have the meaning ascribed to such terms in the Request Letter.

2. We hereby confirm and acknowledge the terms of the Request Letter and irrevocably grant our consent to the Company: (a) for assigning all its rights, title, benefits, claims and interests in the \_\_\_\_\_ Contract in favour of the Security Trustee (acting for the benefit of the Secured Parties); (b) to promptly notify the Security Trustee of its intention to terminate the \_\_\_\_\_ Contract pursuant to the relevant provisions therein;; (d) [that the warranties provided by its sub-contractors / sub-sellers under agreements entered into with such sub-contractors / sub-sellers shall be assigned for the benefit of the Company for the warranty period, with the ability to further assign such warranties in favour of the Security Trustee] / [that the warranties provided by it shall be assigned for the benefit of the Security Trustee]; and (e) for doing all such things, to execute, deliver and register such instruments and documents, and to take such other actions as may be necessary for giving effect to and perfecting such assignment.

3. This letter shall be effective vis-a-vis the Secured Parties or Security Trustee or agent acting on their behalf.

Yours sincerely,  
For [●]

Authorised Signatory





Vizakha Container Terminal

every kind before quoting the rates. However to take care of the market fluctuation of key materials, the basic prices of the following materials have been mutually agreed by both parties:

- a) Cement - Rs. 310/- per bag (Inclusive of GST)

It has been explicitly agreed that rate variation to the tune of +/- 5% would be absorbed by the Contractor without any escalation. If the rate variation is beyond 5%, then Employer would compensate the actual weighted average difference of the material cost; i.e increase beyond Rs. 310 plus 5% per Bag (inclusive of GST). If the rate variation is beyond -5%, then Employer would recover the actual weighted average difference of the material cost; i.e reduction beyond Rs. 310 minus 5% per Bag (inclusive of GST).

The Contractor should submit the invoices of material procurement (Cement) periodically/regularly, however the reconciliation for the compensation/recovery would be done at the closure of Works.

#### 10. Payment Schedule & terms:

- a) 90% of Contract Price on pro-rata basis Completion of work.
- b) 5% of Contract Price after Completion & handing over to the satisfaction of the Employer.
- c) 5% of the Contract Price to be retained in each Bill. The retention amount will be released upon completion of the Defects Rectification Period.

10.1 **RA Payment:** The Employer shall pay the amount as certified in a certificate of payment no later than 21 business days from the date of such certificate of payment.

10.2 **Final Payment :** The Final Payment shall be paid to the Contractor within 60 (sixty) business days of the certificate of Final Payment. Employer shall issue to the Contractor a Final Certificate of Payment certifying the payment which the Employer proposes to make which in the opinion of the Employer, on the basis of the Final Request for Payment and the contract, is due to the Contractor less any amount which the Employer is entitled to withhold, return or set off pursuant to the contract ("the Final Payment").

10.3 The Contractor has to ensure submission of the following documents along with the each invoice submitted for payment.

- EPFO and ESIC Challan with Proof of Payment.
- Proof of GST payment
- Proof of payment of cess under BOCW, Welfare Cess Act 1996

10.4 The Contractor has to ensure submission of the following documents upon signing of the LOA.

- Certified copy of GST
- Certified copy of PAN
- Certified copy of ESI & PF number
- Relevant other registration certificates under taxation, labour, labour welfare laws

#### 11. Performance Security

The Contractor shall, within 7 (seven) days of the date of issue of LOA, provide to the Employer, Performance Guarantee from a scheduled bank in India in the format specified and acceptable to the Employer, for a sum equal to 5% of Contract Price for the due observance and performance by the Contractor of the Contract. The Contractor shall maintain the said Performance Guarantee so that it shall remain in full force and effect until completion of the Defects Rectification Period.





Visakha Container Terminal

**12. Taxes And Duties:**

The rate is inclusive of all Taxes & Duties, royalties, senior age, Cess, Statutory charges as may be applicable excluding GST, subject to deduction of TDS or withholding tax or Labor cess or other deductions if any as per applicable laws/acts.

The Contractor shall obtain appropriate licenses to comply all statutory requirements as contemplated by the provisions of all the applicable statutes including but not limited to various State and Central labour legislations/ notifications/ circulars required for executing this project.

Unless specifically stated elsewhere in the LOA, the Contractor is solely liable for payment of, and warrants that it will pay, or ensure the payment of:

12.1 all Taxes imposed and assessments made in relation to the Contractor's equipment, the equipment and the Works;

12.2 all contributions payable by any Applicable Law, award and pursuant to any contract with all industrial or trade union or other association of employees or otherwise with respect to or ascertained by reference to the wages, salaries or other compensation paid to employees of the Contractor or its Sub-Contractors in respect of the Works, including taxes or contributions for workers' compensation, unemployment or sickness benefit, old age benefit, welfare funds, pensions and disability insurance;

12.3 the cost of any port dues including (but not by way of limitation) wharfage dues, storage, charges, quay rent, craneage, shipping dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading, portage and overtime fees for any goods, materials and equipment to be used in connection with the Execution of the Works; and

12.4 all charges and other expenses in connection with the landing and shipment of all goods and equipment and any part thereof, materials and other things of whatsoever nature brought into or despatched from India for the purposes of the LOA.

**13. Project Site:**

Visakha Container Terminal Private Limited  
Beach Road, Opp. Town Hall, Near Fishing Harbour,  
VISAKHAPATNAM - 530 001  
Andhra Pradesh, INDIA.

**14. Work Completion Time:**

Contractor shall mobilize the work within 15 days of the date of this LOA and complete the Works within a period not exceeding 09 (Nine) months from the date of this LOA, i.e. on or before 30<sup>th</sup> Sept 2021.

**15. Liquidated Damages:**

The Contractor hereby agrees that, the time is the essence of the LOA.

The Contractor for any breach in the specific timelines as set out in the LOA / Contract for each phase /activity/component shall be liable to pay liquidated damages to Employer @ 1% of the Contract Price for every one week delay & subject to maximum of 10% of the Contract Price. Notwithstanding anything contained herein, there shall be no cap on liability of the Contractor in case of (i) Contractor's breach of representations and warranties; (ii) Contractor's breach of obligations; (iii) Contractor's negligence, misconduct, fraud or misrepresentation; (iv) damage to Employers assets; (v) bodily injury or death of any persons due to any action or omission of the Contractor; or (vi) loss or damage to property of third parties or Visakhapatnam Port Trust due to any action or omission by Contractor.

The Parties acknowledge that the liquidated damages is a genuine pre-estimation of and reasonable compensation for the loss and damage that will be suffered by the Employer in the event of any such failure on the part of the Contractor and the Contractor irrevocably undertakes that it will not, whether by legal proceedings or otherwise, contend that the levels of liquidated damages are not reasonable nor will it put the Employer to the proof thereof, nor further contend that its agreement to such sum and undertaking as aforesaid were arrived at by force, duress, coercion, mistake or misrepresentation on the part of the Employer.





Visakha Container Terminal

Nothing contained in this Clause shall operate to restrict any other rights and remedies available to the Employer under the Applicable Laws or under this LOA.

**16. Warranty:**

The Contractor shall guarantee that the Work shall be free from any defects in workmanship for a period of not less than **01 Year** from the date of completion and acceptance thereof by the Employer. The Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with this LOA which shall become defective within one year after completion of the Work.

**17. Defect Rectification Period:**

The Contractor shall execute all such work of repair, amendment, reconstruction, rectification and make good defects, imperfections or other faults in the Works and each Section and part thereof, as the case may be, during the Defects Rectification Period of **365 days** from the date of acceptance of the work by the Employer.

**18. Dispute Resolution:**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to the contract including disputes, if any, with regard to any acts, decision or opinion of the Employer's Representative and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably through joint discussion between the directors or Authorized Representatives of the concerned parties within **15 (fifteen) days** of such reference to discuss and attempt to amicably resolve the Dispute. In the event that the Dispute in question is not resolved amicably within **15 (fifteen) days** of such meeting between the Parties, either Party may refer the Dispute to Arbitration.

**19.** The Parties agree to enter into definitive contract within **30 days** from the date of this LOA or such additional period as granted by Employer in this regard. Upon execution, the definitive contract shall override this LOA.

**20.** This LOA shall be governed in accordance with the laws of India, with courts at Visakhapatnam having the exclusive jurisdiction to entertain any disputes under this LOA.

**21. Anti-Bribery and Anti-Corruption:** Neither Party nor any of its respective directors, officers, agents, stockholders or employees acting on behalf of either Party, has taken any action that will or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism, including but not limited to the U.S. Foreign Corrupt Practices Act, as amended, the Canadian Corruption of Foreign Officials Act, Prevention of Corruption Act as amended. Either Party has not, and covenants that it will not, in connection with the conduct of its business activities, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly: (i) to any individual including government officials; or (ii) to an intermediary for payment to any individual including government officials; or (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means. Either Party has not, nor to either Party's Knowledge, has any of its directors, officers, agents, stockholders or employees acting on its behalf has established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason.

No Party to this LOA shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is:

- (1) illegal under any applicable laws or regulations, or;
- (2) would have the effect of causing the other party or its subsidiaries or affiliates to be in violation of the corrupt practices and applicable corruption laws.





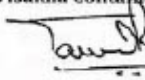

In connection with this LOA, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any such person referred to collectively as "Official"), including the Government(s) of the territories in which work will be performed hereunder;

Any person(s) or Party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

- i. influence any official act or decision, or;
- ii. induce an Official to use his or her influence to affect a decision of any Government or international organization, or;
- iii. induce an Official to do or omit to do any act in violation of his or her lawful duty, or;
- iv. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
- v. to obtain an unfair advantage for the Parties in any respect.
- vi. In connection with this LOA, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this LOA.
- vii. Neither Party shall retain or engage a third party to carry out sales or marketing obligations in connection with the scope of this LOA without obtaining others' prior written consent.
- viii. Parties hereby covenants that no officer, director, owners, principal shareholder, family members thereof, agent, representative or employee of the Parties is an Official and that the Parties shall not employ any Official during the term of this LOA. Parties further covenants that no Official is deriving any benefit, directly or indirectly, from this LOA.

Kindly convey your acceptance and acknowledge to the above-mentioned terms by signing this LOA and returning to us the duly executed original of the same for our records and retaining a copy of it for your records.

For Visakha Container Terminal Private Limited

Authorised Signatory

Accepted, read and understood the above stated terms

For Megha Infra Projects

Authorised Signatory   




Visakha Container Terminal

## Annexure A

## Development of Main Yard Work and Allied Works

## BOQ &amp; Rate Schedule

Sr. No.	Description of Work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	<b>Pavement Works</b>				
1.1	<b>Pavement</b>				
1.1.1	<b>Surface Preparation</b>				
	Surface dressing of reclaimed ground including removing inequalities in order to make proper gradient as per slope required with cutting and filling of $\pm 50$ mm and prepare an even surface for laying GSB layer	141000	m <sup>2</sup>	8.50	11,98,500.00
1.1.2	<b>Granular sub base</b>				
	Construction of granular sub-base of 150 mm thickness in single layer by providing material of gradation V or VI as per Table 400-1 of MORTH 2013, spreading in uniform layers with motor grader on prepared subgrade, mixing by mix in place method with rotator at OMC, and compacting with vibratory roller to 98% of maximum dry density etc. complete accordance with MORT&H specification and as directed by engineer in charge to achieve minimum CBR of 30 etc. complete (payment will be done for consolidated volume)	21785	m <sup>3</sup>	2028.00	4,41,79,980.00
1.1.3	<b>Dry lean concrete base</b>				
	Construction of dry lean cement concrete base over a prepared GSB with aggregate gradation as per table 600-1 of MORT&H 2013, aggregate cement ratio not to exceed 15:1, aggregate gradation to be as per table 600-1 of MORTH specifications, minimum cement content of 150 kg/cum, optimum moisture content to be determined during trial length construction, average compressive strength not to be less than 10 MPa at 28 days, mixed in a batching plant, transported to site, laid in three layers of 150 mm from bottom and one layer of 100 mm at top with suitable equipment, compacting with 8-10 t vibratory roller, finishing and curing etc. complete as per MORTH specification	78326	m <sup>3</sup>	4100.00	32,11,36,600.00





Visakha Container Terminal

1.2	<b>Kerbs</b>				
	Providing and laying at or near ground level factory made kerb stone of size 500x400x110 and M-25 grade cement concrete in position over cement mortar 1:3 (1 cement: 3 coarse sand) to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), and making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). Precast C.C. kerb stone shall be approved by Engineer in charge. (inclusive of two coats of synthetic enamel painting with yellow and black colour alternately over one coat of primer)	2184	Rmt	733.00	16,00,872.00
	<b>Sub Total</b>				36,81,15,952.00
	<b>Discount @1.5%</b>				55,21,739.28
	<b>Sub Total after Discount</b>				36,25,94,212.72
	<b>GST@18%</b>				6,52,66,958.29
	<b>Total Amount (Rounded Off)</b>				42,78,61,171.00
	<b>In Words: Rupees Forty Two Crores seventy eight lakhs sixty one thousand one hundred and seventy one only.</b>				

Note: 1) Employer hereby approves "SAGAR CEMENT" as approved brand of cement along with other approved brands of cement as specified in Technical specification of ITT Ref. No: TENDER PACKAGE: VCTPL/19-20/010, dated 29th Feb 2020.





Visakha Container Terminal

## 2. Contract Price :

The Contract Price as per above Scope of work is **Rs. 42,78,61,171.00** (Rupees Forty Two Crores seventy eight lakhs sixty one thousand one hundred and seventy one only.) inclusive of GST - The detailed break-up of cost is mentioned hereunder Annexure-A (BOQ & Rate Schedule).

## 3. Concession Agreement

The terms of this LOA is subject to the terms of Concession Agreement dated 17<sup>th</sup> Dec 2014 entered into between Employer and Visakhapatnam Port Trust. In case of any inconsistency between the provisions of this Agreement and the provisions of the Concession Agreement, the provisions in the Concession Agreement shall prevail over such inconsistent provisions, to the extent of such inconsistency. Visakhapatnam Port Trust shall have the right to step into this LOA in accordance with the provisions of the Concession Agreement in substitution of the Employer, in the event of termination, suspension, as defined in the Concession Agreement.

## 4. Independent Engineer

The Contractor acknowledges that on account of the nature of the project, there may be circumstances where the Employer shall require a decision or the consent of the Independent Engineer appointed by Visakhapatnam Port Trust or Visakhapatnam Port Trust before issuing any certificate, notice, instruction or decision to the Contractor. The Employer shall not be liable for any delay caused in such circumstances provided always that there shall not be any undue delay by the Employer's Representative.

The Works under this LOA shall always be subject to scrutiny by Independent Engineer appointed by Visakhapatnam Port Trust or Visakhapatnam Port Trust. Contractor agrees to render all cooperation in this respect without any protest and demur.

## 5. Lenders

Contractor acknowledges that Employer's rights and benefits under this LOA are assigned to the Lender to the Employer as security for financial assistance provided by them.

## 6. Insurance

Contractor shall within 7 days of this LOA obtain applicable insurance cover with respect to Works.

## 7. Confidentiality

The terms of the LOA and Invitation to Tender Ref No: Tender Package: TENDER PACKAGE: VCTPL/19-20/010, dated 29<sup>th</sup> Feb 2020: Main Yard - Pavement, Highmast and IT Tower foundations, Storm Water Drain and allied works." are confidential.

## 8. Labour Compliances

- a) Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislation's in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities.
- b) Any dispute, demand, claim or compensation if raised by the personnel employed by the Contractor for fulfilment of its obligation under this LOA or any relevant statute or statutory body/bodies, will be against Contractor only and Employer will have no responsibility and/or liability in respect of any such dispute, demand, claim or compensation.
- c) Contractor shall deposit all levies / fees/ charges / sums including but not limited to PF & ESI to the appropriate authorities and to other bodies if applicable under the rules for employees and workers engaged by him under these presents.

## 9. Escalation / Basic Price:

The rates specified herein shall be binding on both the parties and shall not change for the duration of this LOA. It is expressly understood that the Contractor has considered every possible fluctuation in the labour rates, material and general conditions and other possibilities of each and





Visakha Container Terminal

LETTER OF AWARD (LOA)

Date: 4<sup>th</sup> Jan 2021

Ref No. VCTPL/T2 Project/LOA/011

To,

M/s. Megha Infra Projects.  
D.No. 54-11-49/7, 301, Nuelite Apartment,  
APGO's Colony, Isukathota,  
Visakhapatnam - 530022

Sub: - Letter of Award (LOA) for "Main Yard Development & allied Works" at VCTPL's Container Terminal Extension project.

Ref:- 1) Our ITT Ref. No: TENDER PACKAGE: VCTPL /19-20/010, dated 29th Feb 2020

2) You're final offer MIP/TENDER-VCT2/06/2020-21 dated 14/12/2020

Dear Sir,

This Letter of Award, ("LOA") is in reference to our Invitation to Tender Ref No: TENDER PACKAGE: VCTPL/19-20/010, dated 29<sup>th</sup> Feb 2020, and your final offer MIP/TENDER-VCT2/06/2020-21 dated 14/12/2020 and the subsequent meetings and/or related correspondence between us.

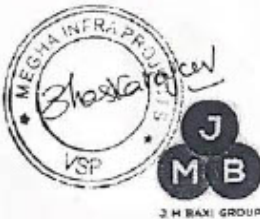
Visakha Container Terminal Pvt Ltd ("Employer") does hereby award to M/s. Megha Infra Projects. ("Contractor") the contract for the "Development of Main Yard Pavement which includes Civil work like dressing of Subgrade, GSB, DLC and Kerb stone for VCTPL's Container Terminal Extension project at Visakhapatnam Port in accordance with the terms & conditions of the contract as mentioned below.

1. Scope of Work:

1.1 Development of Main Yard Pavement for VCTPL's Container Terminal Extension project at Vishakhapatnam port." as per Employer's Requirements for the Pavement scope of work as mentioned in Invitation to Tender Ref No: Tender Package: VCTPL/19-20/010, dated 29th Feb 2020 and clarifications issued thereto. ("Works")

1.2 The Contractor while executing the works shall follow good industry practice, which however shall meet Employer's requirements. The Contractor shall adhere to and honor the conditions of the contract in all respect.

1.3 The detailed scope comprises of preconstruction survey, mobilization and demobilization, temporary works, transportation, engineering, procurement and construction of yard development Works.



Visakha Container Terminal Pvt. Ltd.

Opp. Town Hall, Beach Road,  
Visakhapatnam - 530 001, Andhra  
Pradesh, India, E:vcvt@vctpl.com

T +91. 891 2877000 F +91. 891. 2738765  
+91. 891 2589888 W www.vctpl.com

Registered Office: Godrej Coliseum, Office No.80L C-Wing, Behind Everard Nagar,  
Off Somaiya Hospital Road, Sion (East), Mumbai - 400 022, Maharashtra, India.



INTERNATIONAL  
CARGO TERMINALS  
AND INFRASTRUCTURES PVT. LTD

Pur 6 Stores - JSP

CIN No: U74890MH2002PTC28805 Page 1 of 9

## ROCK BUND CONSTRUCTION

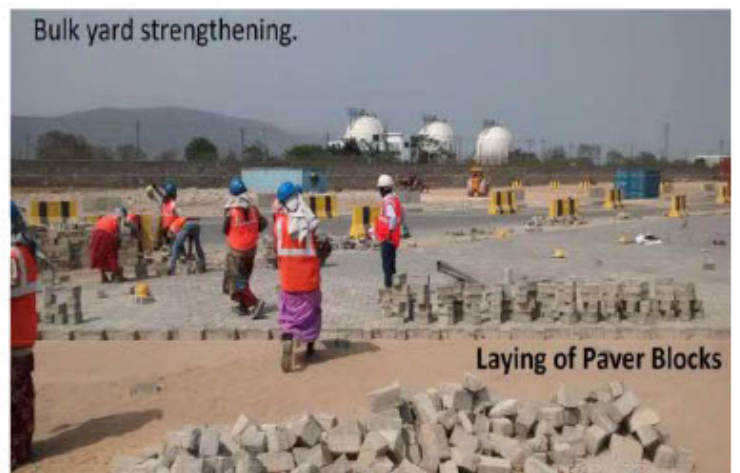


**ROAD WORK AT NTPC:**



**YARD RECTIFICATION WORK:**





**Restoration of Damaged kanithi balancing Reservoir of Visakhapatnam steel plant of Visakhapatnam dst, caused due to HUD HUD cyclone.**



ONGOING PROJECT:

Formation of Internal Roads including CD works, Storm Water Drains in Phase –I area of IT Park, Kapuluppada (V), Bheemunipatnam (M), Visakhapatnam Dist









Construction of Compound wall  
(SGIPL)



Construction of Weigh Bridge  
(SGIPL)



Concrete Pavement (SGIPL)



Motor Operated Main Entrance Gate fixing  
and Rain water collection Pond. (SGIPL)

## VCTPL T-2 Projects.

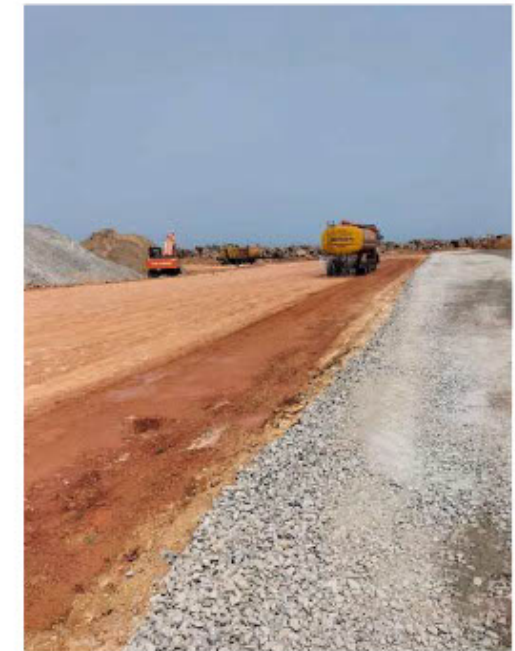
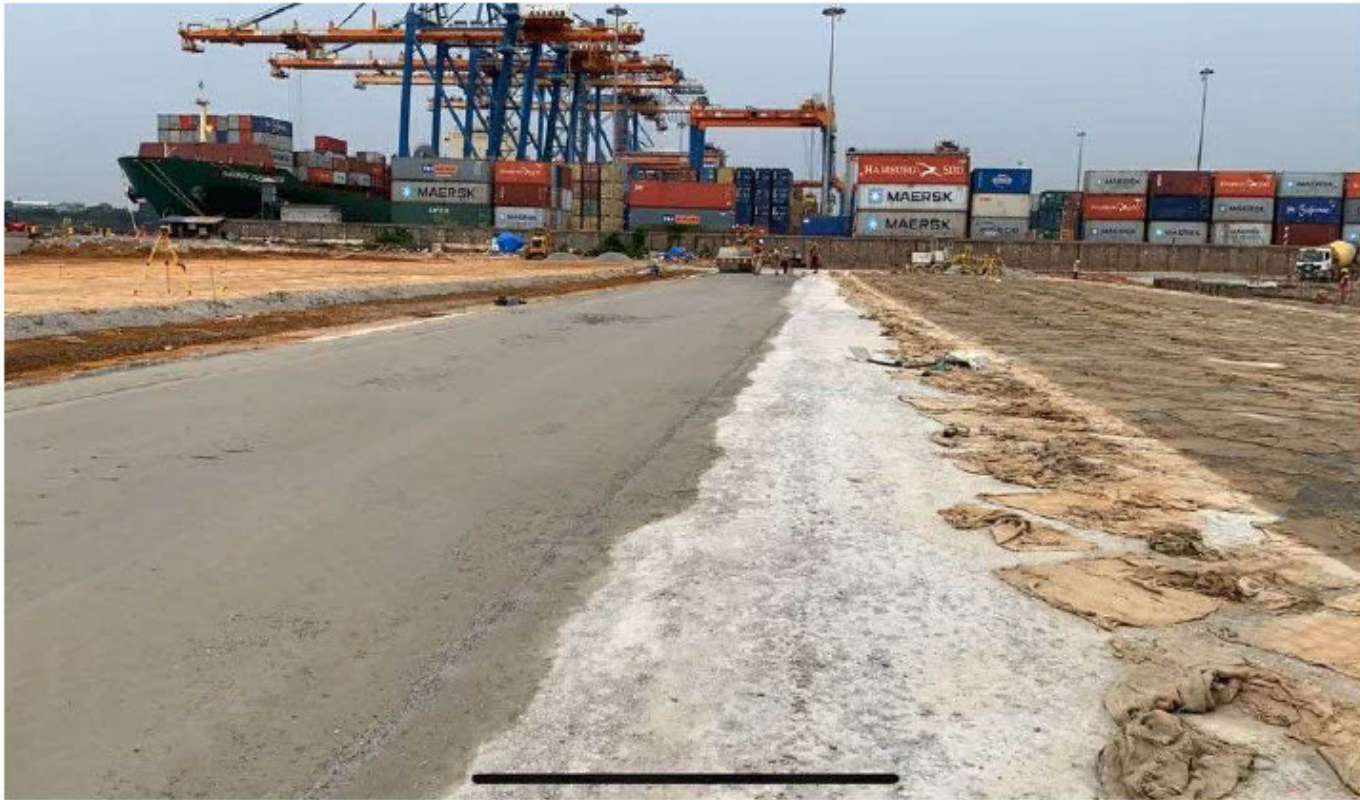
- **Supply of Reclamation from other source for yard development for VCT-2 Project.**
- **Main Yard Development & allied Works at VCTPL's Container Terminal Extension project.**
  - **Client:** VCTPL, Visakhapatnam,
  - **Location:** Port area, Visakhapatnam,



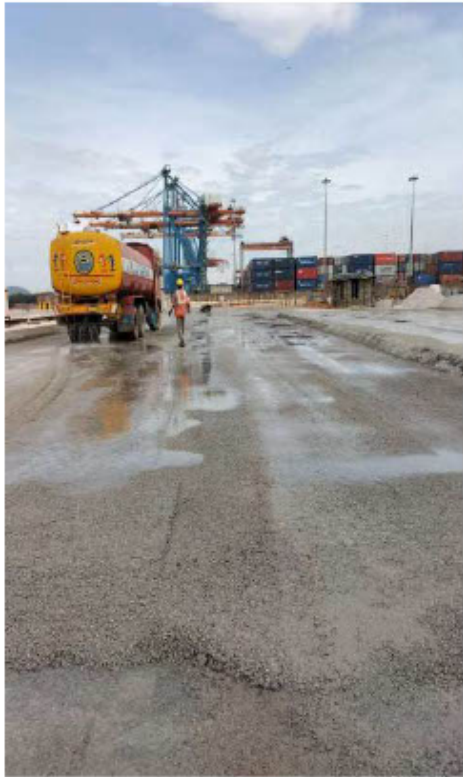
Supply Of Reclamation material Through Split Barge to VCT-2 Project Site. (VCT-2)



Construction  
of Main yard.  
(VCT-2)



Construction of Main yard. (VCT-2)



Construction of Main yard. (VCT-2)

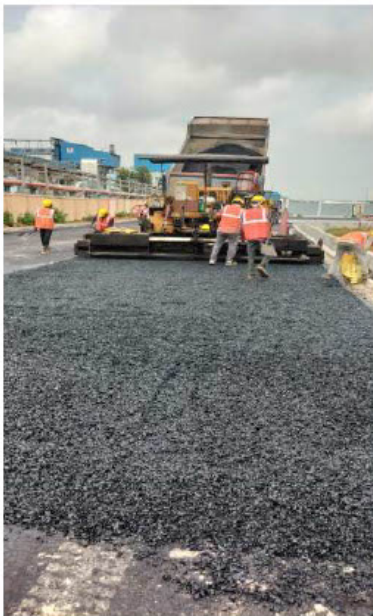


Batching Plant for Production of DLC for Yard formation. (VCT-2)

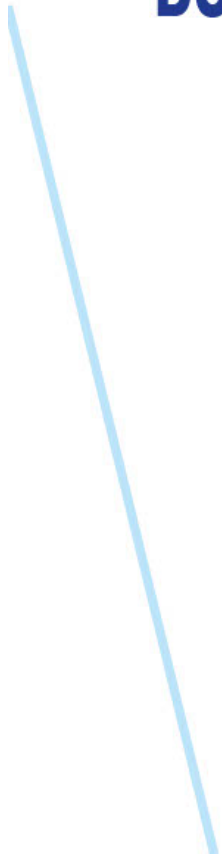


Construction of Compound wall. (VCT-2)

**Road Work in SAINT GOBAIN INDIA PVT LTD AT GLASS PROJECTS  
VISA KHAPANTAM.**



# **THE CHOSEN NAME IN PRE-ENGINEERED BUILDING SOLUTIONS**



## FOUNDATION BUILT ON EXCELLENCE

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Since inception over a decade ago, Megha Engineering Company has come to be recognised as a name of repute in providing end-to-end turnkey solutions for Pre-Engineered Buildings (PEB). Since April 2015, Megha has completed over 20 buildings – a remarkable achievement in just five years. Megha’s growth from a three member team to 35+ workforce, speaks volumes for its success and capabilities.

Megha caters to every manufacturing component of PEB right from design, fabrication and erection. The company offers all kind of steel structures like curved roofs, tensile membrane structures, castellated beams, mezzanine, special trusses, and regular pre-engineered building components. Megha also offers all varieties of sheeting material, deck sheet, puff panels, flashings, secondary members, conventional structures, space frames, etc.

It also provides building insulation products for use in roof and side wall applications of commercial, industrial, residential, agricultural, and poultry farms metal building construction. The structures are easy to assemble, low on maintenance, extremely strong, weather-resistant and secure.

The Company has also gone beyond its area of excellence and established itself in the engineering, manufacturing, supply and erection of Heavy Duty Gantry Cranes, Radial Gates, Civil works, and Bulk Material Handling Systems.

## **KEEN VISION**

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To emerge as a preferred EPC supplier for Ports, Power, and other Process Industries and provide value for Stake holders.

## **COMMITTED MISSION**

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To maintain the highest standards of Quality in supplies and services and constantly achieve customer delight.

## **CORE VALUES**

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Integrity  
Customer first  
Commitment to best practices  
Respect for every individual

## WORLD-CLASS FACILITIES

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Megha has four manufacturing facilities spread over a total area of 2.2 acres. Of this, 2,000 sqmt is dedicated to covered area for works and 1000 sqmt of area is for raw material storage. The space also includes office and utilities areas. Megha's manufacturing capacity is an impressive 500 metric tonnes per month.

The facilities are equipped with advanced machinery, process and power tools including "H" Beam welding machine, CNC plasma cutting machines, SAW welding machines, in house E.O.T. cranes and Gantry cranes built in-house, all of which enable Megha to meet the growing requirement of customers.

Megha believes that growth comes from constantly raising standards and bettering its capabilities. In keeping with this, the Company has added resources and machine shop facilities to manufacture specialized process equipment and products for power, cement, steel, sugar, solvent and other process industries.

### **EXPERTISE AT EVERY LEVEL**

Megha is led by vision, driven by determination and backed by decades of expertise. The well-qualified management is supported by a large team of expert Engineers and workers who continuously raise the Company's standards of excellence.

Megha's success lies in its highly flexible workforce with no demarcation between trades. Several staff have been employed with the Company for many years and all trades are supported by the professional management team.





## Asian Paints Warehouse

**Specifications:** 63000 sqft

**Location:** Mysore



## KPCL Automatic Conveyer Building

**Specifications:** A 900m long structure with two Mezzanine floors | **Area:** 2,50,000 sqft

**Location:** Krishnapatnam Port, Nellore



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## KPCL Southside Warehouse

**Specifications:** Warehouse with 30m width clear span | **Area:** 33,000 sqft

**Location:** Krishnapatnam Port, Nellore



## Asian Paints Warehouse

**Specifications:** 63000 sqft

**Location:** Mysore



## Shirdi Sai Electricals

**Specifications:**

Factory building with  
Cliplock Sheeting

**Area:** 2,15,000 sqft

**Location:** Kadapa



# Trinity Transformers

**Specifications:** Factory building | **Area:** 23,250 sqft

**Location:** Jadcherla



## LANDMARK ACHIEVEMENTS

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- Magha completed the GMR convention project in record time.

### **PRESTIGIOUS RECOGNITION**

Adhering to the highest standards of operational excellence, Megha has earned the coveted ISO 9001:2015 certification that adds to its reputation. The company is today synonymous with meeting the most complex and time constrained requirement with comprehensive end-to-end solutions.

## CUSTOMER SPEAK

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“It gives us immense pleasure to certify that Megha project team has done a commendable job on our Project – Supply and Erection of Structural components for the Pre-Engineered Building (with Mezzanine Area). The cooperation, diligence & dedication demonstrated by your team is appreciated. We would like to thank Megha for their significant contribution and look forward to do business with them again in future.”

**- Krishnapatnam Port Company Ltd. (KPCL)**

“It gives us immense pleasure to certify that Megha Engineering Company has done a commendable job on construction of Pre-Engineered Building for Incubation, Testing & Calibration, Training Centre at Raviryala, Telangana. They have sufficient plant and machinery, staff and manpower. The quality of construction work is satisfactory. We are looking forward to our next project together.

**- Vensa Infrastructure Ltd**

## **FUTURE PLANS**

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Megha believes that growth is a constant. In line with this, the Company has major plans for the future with diversification into allied areas. Given its expertise, the Company is well placed to expand its footprint to meet the demands of clients across India.