



# THAKUR PRASAD SAO & SONS PVT. LTD.

MINE OWNERS & EXPORTERS

Tipel/Nodes/135 - 08/9/06  
(Anwar)

Ref. No. : CBSA/IOD/G06-07/0705/284

Date : 05.09.2006

To,  
Soma Engineering Company  
Old College Road,  
Koira, Dist. Sundargarh,  
Orissa.

**Kind Attn : Mr. Bipin Thakur**

Sub : Work Order for erection of Static Grizzly at Guali Iron Ore Mines of Sri. R.P.Sao for handling over 2,00,000 M.T. of ROM per month.

Dear Sir,

Further to our Letter of Intent dt. 14.08.06, we are pleased to issue Work Order for erection of Static Grizzly at Baliasahi section of Guali Iron Ore Mines in Keonjhar District of Orissa. The **Terms & Conditions** are as follows :

1. The length of Static Grizzly will be 13 (Thirteen) metres and width of 4 (Four) metres with a setting of 40° from the vertical.
2. Grizzly will be in three sections of four metres each with drops between each section. Both ends of the Grizzly will be fitted with thick steel plates to bear the impact of the load. Total length of the Grizzly will be 13 (Thirteen) metres with steel plates at both ends.
3. Bars of 100 mm sq. section with 60 mm gaps in between will be used for material separation.
4. The static grizzly should be so designed with strong foundation and support system that it can handle 2,00,000 M.T. of ROM per month without failure and collapse.
5. Design and material used will be similar to that of grizzly being erected by Thriveni Earthmovers (P) Ltd., at Topadih section of Guali Iron Ore Mines. Steel items used should be of SAIL/Jindal products.
6. You will collect quotations for the Steel Items material from authorised dealers of SAIL/Jindal products at Rourkela. Payment to the party will be released by us directly to the dealer at the time of lifting the material as per your schedule of construction.
7. The Static Grizzly erection should be completed in all respect within forty days from the date of issue of Work Order, so that operation of the grizzly can be commenced from 15<sup>th</sup> October 2006 latest.

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Regd. Office : Alankar Apartments, 1st Floor, 220 Prince Anwar Shah Road, Kolkata (W.B.). Pin - 700045.

Phone : (+91) 33-24177581, 24222632.

Corp. Office : European Quarters, Opposite Gandhi Maidan Chaibasa, Singhbhum West, Jharkhand. Pin : 833201.

Phone : (+91) 6582-256268, 257698. Fax : (+91) 6582-257700.

E-mail : tpsaoandsons@yahoo.co.in



# THAKUR PRASAD SAO & SONS PVT. LTD.

MINE OWNERS & EXPORTERS

Ref. No. :

Date :

-: 2 :-

8. Total cost of erection of the Static Grizzly will be Rs.20,00,000/- (Rupees Twenty Lacs Only) including the cost of material, transportation charges to site, civil work, fabrication and labour component.

9. **Payment Terms** :

(a) Cost of steel items approximately to the tune of Rs.12,00,000/- (Rupees Twelve Lacs only) will be paid by us directly to the dealer at Rourkela at the time of delivery on the basis of quotations furnished by you.

(b) The balance payment of about Rs.8,00,000/- (Rupees Eight Lacs Only) will be made to you in three equal installments depending upon progress of work.

(c) Final installment payment will be released to you after fifteen days of erection and satisfactory commissioning of the static grizzly.

(d) An advance payment of Rs.3,00,000/- (Rupees Three Lacs Only) is being released to you by D.D. No. 6625685 dt. 21.08.06 payable at SBI Koirā.

10. You will stand guarantee for the satisfactory performance of the Static Grizzly and will make necessary correction/repairs for a period of ninety days from the date of commissioning.

We hope that you will do a good job in time so that further work of this nature can be entrusted to you in future.

Thanking You

Yours' faithfully

For **Thakur Prasad Sao & Sons Pvt. Ltd.**

**B.Sen**  
(President Mines & Marketing)

Regd. Office : Alankar Apartments, 1st Floor, 220 Prince Anwar Shah Road, Kolkata (W.B.). Pin - 700045.

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E-mail : tpsaoandsons@yahoo.co.in



# Orissa Manganese & Minerals Pvt. Ltd.

At/Post-Koira, via Rourkela, Dist. Sundergarh, Orissa-770048  
Phone : 06625-235070, 235063 (O) Fax : 06625-235181  
e-mail : omm\_koira@rediffmail.com

## WORK ORDER

Ref: Work Order No. OMML/08-09/Civil/044

Date: 05.02.09

SOMA ENGINEERING COMPANY  
THANACHOWK, KOIRA-770048  
Dist: SUNDERGARH, ORISSA  
Ph No. 9437139532

Kind Attn : Mr. Bipin Kumar Thakur

Sub: Work order for Construction of Labour Colony at Patmunda

Dear Sir,

With reference to the verbal discussion, the undersigned had with you on 4<sup>th</sup> February 2009 for construction of "Labour Colony" at Patmunda, we are pleased to place the Work Order on the following terms & conditions.

### 1. YOUR SCOPE OF WORK

Construction of Houses consisting of (2 Room, 1 Kitchen, Bath Room, Dining Space) Asbestos Roof, with Complete Electrical wiring as per drawing enclosed.

### 2. OUR SCOPE OF SUPPLY

- a) One Room will be provided to you for use till completion of this work
- b) Necessary water will be provided to you till the job will be over.

### 3. DESCRIPTION

Construction of Houses at Patmunda with all necessary Tool Tackles, Manpower, Materials etc required for completion of the project.

Total Work : 62 Houses . ( One House of 460 Sqft = 62 X 460 = 28520 Sqft. )

Price : Rs. 2,25,000 /- Per House

Total Value: Rs. 1,39,50,000/- ( Rupees One crore thirty nine lacs fifty thousands only)

Time Period : 120 Days.

3.1 The entire work is to be completed on or before 30.04.2009

Complete mobilizing of all necessary equipments plant, tools, machineries and manpower to complete above job within stipulated time schedule.

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You shall be provided all managerial and technical inputs including requisite manpower for carrying out the work. You shall also provide all construction plant, machineries, tools and tackles, accessories and other facilities required for timely completion of the work.

3.2 The approximate value of this work order awarded to you as per the rates given is Rs. 13950000/- ( Rupees one crore thirty nine lacs fifty thousands only)

#### 4. MOBILISATION ADVANCE :

Mobilization advance shall be paid and shall be recovered/adjusted @ 15% of the every running bill raised on monthly basis to the maximum value of the mobilization advance to be recovered.

#### 5. RUNNINGPAYMENT

You shall submit your running bills on monthly basis along with reconciliation statement. The payment shall be made to you as mentioned below.

- A) 15% shall be recovered against the mobilization advance as mentioned above. 75% adhoc payment shall be made within 7 days from the date of submission of RA bill after conducting preliminary checks. The release of adhoc payment is the discrete decision of M/s OMM.
- B) 10% of billed amount shall be paid after deducting the TDS & other statutory/chargeable deduction from the certified amount. The NOC from the contract monitoring cell complying all safety and statutory requirements is must for the release of payment.

#### 6.INSURANCE,TAXES & DUTIES

All taxes, duties and insurance on this WO whether levied at the State or Central level shall be paid by you directly and in your account . However, the work contract tax & income tax as per the prevailing rates shall be deducted from your bills and deposited to respective tax authorities. A certificate for this deduction shall be issued by us as soon as the same deposited. Service Tax extra as applicable shall be paid extra.

However, you shall indemnify us against any liability/claim as per workman compensation ACT. However, if any new tax is imposed by the Government after the acceptance of WO, then it shall be borne by us.

#### 7. INDEMNITY

You hereby indemnify and agree to keep indemnifying us in respect of all claims, demands, action, cost, charges, expenses arising out of due to or in connection with any defective material or workmanship until the expiry of warranty period. You shall for the purpose of performing its obligation hereunder comply withal laws, including labour laws, rules, regulation ,by laws direction, modifications, guidelines etc. of the concerned authorities, whether central, state or Municipal as applicable and hereby agree to indemnify and continue to indemnify us against the same at all times. You shall be responsible for any accident, death, damage suffered by your employee till the completion of the work.

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### 8. MANNER OF EXECUTION

You shall carryout the work in proper manner with all safety measures using the latest technologies and mobilization of required equipments, machinery PPE.

You shall submit the total list of the equipments and machinery to be mobilized for approval of OMM, immediate after receipt of WO.

### 9. CODE OF CONDUCT

If any person of your company is found involved in activities which are not ethical like bribing or malpractices during the execution of this WO , in such a situation OMM has the discretion of penalizing such persons and such activities shall entitle OMM to terminate this WO.

### 10. COMPLETION TIME

You shall plan the work in such a manner that, total complete building with electrical fitting should be completed within ~~100~~<sup>120</sup> days time schedule from the date of acceptance of WO. However, total time schedule for this WO shall be ~~120~~<sup>150</sup> days from the date of acceptance of WO with a defect liability period of 12months. 150 ✓

After award of the WO, phase wise schedule shall be exercised jointly by M/s Soma Engineering and OMM and the work shall be carried out accordingly. The time of completion will, however, be subject to extension of time for delays due to reason beyond your control including FORCE MAJEURE conditions. However incase of delays attributed to your reasons the LD clause shall be applicable.

### 11. EXTRA ITEMS

You shall be prepared to execute extra item of work cognizant to the works within your scope only. If you are required to execute any such extra items, the rate for the same shall be arrived at on a mutually agreed basis with written approval from OMM.

### 12. LIQUIDATED DAMAGE

Liquidated damage@1.0% of the value of incomplete portion of the work per week delay subject to maximum of 10% of remaining WO value shall be deducted from any payment due to you, incase you fail to complete the work within the stipulated time period of WO.

### 13. TERMINATION

The WO shall be terminated, if you :-

13.1 Commit default in complying with or commit breach of the terms and conditions of the WO and do not remedy it or take effective steps to remedy it immediately and not later than 7 days in case a notice in writing has been served by us.

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13.2 Being an individual or being a firm or being a partner thereof, shall at any time be adjudged insolvent by an order of the Government.

13.3 Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs.

13.4 Assign, transfer, sublet the WO or any part thereof, without the prior written approval of us.

13.5 OMM shall have the power to terminate the WO in full or in part as aforesaid without prejudice to any of the rights or remedies, which shall have accrued or shall accrue, of which the termination notice in writing to you by us shall be conclusive evidence.

#### 14. FORCE MAJEURE

Neither party shall be held to be at default for its obligations, if such defaults, occasion by conditions constituting force majeure, which shall include but not be limited to acts of GOD, rebellion, civil commotion, riots, flood, any law, direction of any government or statutory agency or authority. In such cases, the work completion period shall be suitable enhanced as may be mutually agreed upon. However, if such conditions of more than 60 days, you shall be allowed to demobilize your construction plant, equipments, staff and workers from site.

#### 15. OTHER TERMS AND CONDITIONS

15.1 Time is the essence of the WO. You will take all the necessary steps to complete the above work on priority as per the time schedule clause as mentioned in the WO. The commissioning and completion of the job should not be delayed because of any reason /delay on your part. In case of delay in completion of work beyond the stipulated time, OMM reserves the right to get the work completed by any other agency at your own risk & cost. OMM also reserves the right to impose penalty for bad work or for delay in completion of the assigned job.

15.2 You shall carry out any assignment as may be entrusted to you by OMM, from time to time on the priority fixed by the site incharge/site engineer.

15.3 The safety of your personnel will be entirely your responsibility and you shall provide all necessary equipments to your personnel working at your site. You must take workman compensation insurance policy of your workers, working at our site, the premium of such policy shall be paid by you. The original policy should be kept in possession of our P & A department. You must submit your muster-roll to our P & A department latest by 7<sup>th</sup> of every month. You shall also make payments to your workers, as per submitted muster roll, in the presence of one of our staff from P & A Department.

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15.4 It is, wholly your responsible to ensure proper and timely labour payments for smooth construction at site. In no case, OMM shall be liable for any default or delay on your part for making labour payments.

15.5 OMM shall not be responsible for any liability of contractors workmen regarding Gratuity, PF, Medical facility, bonus, workmen compensation, insurance etc. All liabilities in this account shall be borne by the contractor . However, the contractor shall ensure that all the payments to their staff & workers are being paid regularly, as per minimum wages act in force from time to time.

15.6 You shall abide by the rules & regulation of the company as applicable at site and also statutory requirements of the State Government and Central Government.

15.7 No idle charges shall be paid.

15.8 No payment shall be made on account of transportation of machine & staff either at the time of bringing in or going out.

15.9 You shall abide by all the procedures of the company. No equipment, material or machines will be removed without proper gate pass. You shall bring your equipment, materials etc under your challan entered in our gate register and a copy of the challan to be sent to our stores.

15.10 You shall ensure that all drawings & documents of any nature, whatsoever, relating to company's business, which shall come in to your possession in the course of your scope of work, remain absolute property of the company and that you will at any time, during the tenure of your scope of work or upon termination thereof, for any cause whatsoever, deliver the same to the company on demand and without claiming any lien whatsoever thereon.

15.11 The accommodation for the supervisor, workers and staff shall be arranged by M/s Soma Engineering at their own cost. OMM shall provide space for making office which may be removed after completion of work.

15.12 OMM reserve full right and authority to reject ant work carried out by you because of being sub-standard quality or carried out through incorrect interpretation of drawings and specifications. We also reserve the right to reject any work, if found deficient of defective during the warranty period and recover the money from your bills pertaining to cost thereof and deduct the same from your account. However, you shall have the option to rectify such defects within a reasonable time period after the receipt of intimation from us in writing.

15.13 You shall start mobilizing your resources immediately on the date of receipt of this W.O

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15.14 It is understood that any saving of steel and cement and or any other materials supplied to you by OMM will always rest with OMM and therefore, these materials shall be for the exclusive purpose of execution of the W.O and bills accounted for. OMM shall have the right to check the materials account periodically against the materials issued to you.

#### 16. VALIDITY

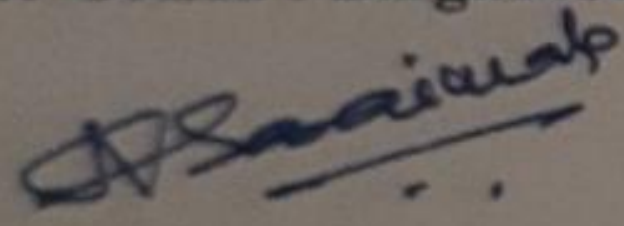
This W.O will stand till completion of the total work and shall be treated as terminated after submission of the final bills.

#### 17. JURISDICTION

Only the courts at Rourkela, Orissa to the exclusion of other courts shall have jurisdiction over matters arising of this work order.

This work order is issued in duplicate. Please return to us one copy of it duly sealed and signed by you as a token of acceptance.

Thanking you,  
Yours faithfully,  
For Orissa Manganese & Minerals Ltd

  
( Authorized Signatory)

Received & accepted  
For Soma Engineering

( Authorized Signatory)





# Orissa Manganese & Minerals Pvt. Ltd.

At/Post-Koira, via Rourkela, Dist. Sundergarh, Orissa-770048  
Phone : 06625-235070, 235063 (O) Fax : 06625-235181  
e-mail : omm\_koira@rediffmail.com

Ref: Work Order No. OMML/08-09/Ext.D.B/024

Dt: 27.09.08

SOMA ENGINEERING COMPANY  
THANACHOWK, KOIRA-77048  
Dist: Sundergarh, Orissa  
Ph No. 9437139532

Kind Attn : Mr. Bipin Kumar Thakur

Sub: Work order for Construction of Executive Building at Directors Bunglow

Dear Sir,

With reference to your quotation no. SEC/OMM-03 Dt: 24.09.08 and subsequent negotiation had with us for construction of Executive rooms at Directors Bunglow, we are pleased to place the Work Order on the following terms & conditions.

## 1. SCOPE OF WORK

Construction of Executive Rooms in Directors Bunglow only ground floor & connection to existing septic tank/soak pit with complete concealed electrical wiring as per drawing enclosed.

## 2. SCOPE OF SUPPLY

- One Room will be provided to you for use till completion of this work
- Necessary water will be provided to you till the job will be over.
- Necessary tiles for Bed Room flooring, Bath Room & stair case will be provided by us.
- Bath Room fittings will be provided by us but connecting pipeline and all plumbing work are under your scope.
- All plaster of Paris with good quality painting inside and outside with waterproof paints shall be borne by you.
- All door & double windows door with glass panes and mosquito net shall be provided by you.

## 3. DESCRIPTION

Construction of Executive Rooms in Directors Bunglow with all necessary Tool Tackles, Manpower, Materials etc required for completion of the project.

Total Work : Appox 2350 Sqft @Rs. 750/- Per Sqft.

Total Value: Rs. 17,62,500/- ( Rupees Seventeen Lacs Sixty Two Thousands Five Hundred Only)

Time Period : 150 Days.

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3.1 The entire work is to be completed on or before 28.02.2009

Complete mobilizing of all necessary equipments plant, tools, machineries and manpower to complete above job within stipulated time schedule.

You shall provided all managerial and technical inputs including requisite manpower for carrying out the work. You shall also provide all construction plant, machineries, tools and tackles, accessories and other facilities required for timely completion of the work.

3.2 The approximate value of this work order awarded to you as per the rates given is Rs. 17,62,500/- ( Rupees Seventeen Lacs Sixty Two Thousands Five Hundred Only)

#### 4. RUNNING PAYMENT

You shall submit your running authentic bills on monthly basis along with reconciliation statement. The payment shall be made to you by OMM after verification.

#### 5. INSURANCE, TAXES & DUTIES

All taxes, duties and insurance on this WO whether levied at the State or Central level shall be paid by you directly and in your account . However, the work contract tax & income tax as per the prevailing rates shall be deducted from your bills and deposited to respective tax authorities. A certificate for this deduction shall be issued by us as soon as the same deposited. Service Tax extra as applicable shall be paid extra.

However, you shall indemnify us against any liability/claim as per workman compensation ACT. However, if any new taxes imposed by the Government after the acceptance of WO then, it shall be borne by us.

#### 6. INDEMNITY

You hereby indemnify and agree to keep indemnifying us in respect of all claims, demands, action, cost, charges, expenses arising out of due to or in connection with any defective material or workmanship until the expiry of warranty period. You shall for the purpose of performing its obligation hereunder comply withal laws, including labour laws, rules, regulation ,by laws direction, modifications, guidelines etc. of the concerned authorities, whether central, state or Municipal as applicable and hereby agrees to indemnify and continue to indemnify us against the same at all times. You shall be responsible for any accident, death, damage suffered by your employee till the completion of the work.

#### 7. MANNER OF EXECUTION

You shall carryout the work in proper manner with all safety measures using the latest technologies and mobilization of required equipments, machinery PPE.

You shall submit the total list of the equipments and machinery to be mobilized for approval of OMM, immediate after receipt of WO.

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### 8. CODE OF CONDUCT

If any persons of your company is found involved in activities which are not ethical like bribing or malpractices during the execution of this WO , in such a situation OMM has the discretion of penalizing such persons and such activities shall entitle OMM to terminate this WO.

### 9. COMPLETION TIME

You shall plan the work in such a manner that, total complete building with electrical fitting should be completed within 120 days time schedule from the date of acceptance of WO. However, total time schedule for this WO shall be 150 days from the date of acceptance of WO with a defect liability period of 12 months.

After award of the WO, phase wise schedule shall be exercised jointly by M/s Soma Engineering and OMM and the work shall be carried out accordingly. The time of completion will, however, be subject to extension of time for delays due to reason beyond your control including FORCE MAJEURE conditions. However in case of delays attributed to your reasons the LD clause shall be applicable.

### 10. EXTRA ITEMS

You shall be prepared to execute extra item of work cognizant to the works within your scope only. If you are required to execute any such extra items, the rate for the same shall be arrived at on a mutually agreed basis with written approval from OMM.

### 11. LIQUIDATED DAMAGE

Liquidated damage @ 1.0% of the value of incomplete portion of the work per weeks delay subject to maximum of 10% of remaining WO value shall be deducted from any payment due to you, in case you fail to complete the work within the stipulated time period of WO.

### 12. TERMINATION

The WO shall be terminated, if you : -

12.1 Commit default in complying with or commit breach of the terms and conditions of the WO and do not remedy it or take effective steps to remedy it immediately and not later than 7 days in case a notice in writing has been served by us.

12.2 Being an individual or being a firm or being a partner thereof, shall at any time be adjudged insolvent by an order of the Government.

12.3 Being accompany shall pass a resolution or the court shall make an order for the liquidation of its affairs.

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(4)

12.4 Assigns, transfers, sublet the WO or any part thereof, without the prior written approval of us.

12.5 OMM shall have the power to terminate the WO in full or in part as aforesaid without prejudice to any of the rights or remedies, which shall have accrued or shall accrue, of which the termination notice in writing to you by us shall be conclusive evidence.

### 13. FORCE MAJEURE

Neither party shall be held to be at default for its obligations, if such defaults, occasion by conditions constituting force majeure, which shall include but not be limited to acts of GOD, rebellion, civil commotion, riots, flood, any law, direction of any government or statutory agency or authority. In such cases, the work completion period shall be suitable enhanced as may be mutually agreed upon. However, if such conditions of more than 60 days, you shall be allowed to demobilize your construction plant, equipments, staff and workers from site.

### 14. OTHER TERMS AND CONDITIONS

14.1 Time is the essence of the WO. You will take all the necessary steps to complete the above work on priority as per the time schedule clause as mentioned in the WO. The commissioning and completion of the job should not be delayed because of any reason /delay on your part. In case of delay in completion of work beyond the stipulated time, OMM reserves the right to get the work completed by any other agency at your own risk & cost. OM also reserves the right to impose penalty for bad work or for delay in completion of the assigned job.

14.2 You shall carry out any assignment as may be entrusted to you by OMM, from time to time on the priority fixed by the site incharge/site engineer.

14.3 The safety of your personnel will be entirely your responsibility and you shall provide all necessary equipments to your personnel working at your site. You must take workman compensation insurance policy of your workers, working at our site, the premium of such policy shall be paid by you. The original policy should be kept in possession of our P & A department. You must submit your muster-roll to our P & A department latest by 7<sup>th</sup> of every month. You shall also make payments to your workers, as per submitted muster roll, in the presence of one our staff from P & A Department.

14.4 It is, wholly your responsible to ensure proper and timely labour payments for smooth construction at site. In no case, OMM shall be liable for any default or delay on you part for making labour payments.

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(5)

- 14.5 OMM shall not be responsible for any liability of contractors workmen regarding Gratuity, PF, Medical facility, bonus, workmen compensation, insurance etc. All liabilities in this account shall be borne by the contractor. However, the contractor shall ensure that all the payments to their staff & workers are being paid regularly, as per minimum wages act in force from time to time.
- 14.6 You shall abide by the rules & regulation of the company as applicable at site and also statutory requirements of the State Government and Central Government.
- 14.7 No idle charges shall be paid.
- 14.8 No payment shall be made on account of transportation of machine & staff either at the time of bringing in or going out.
- 14.9 You shall abide by all the procedures of the company. No equipment, material or machines will be removed without proper gate pass. You shall bring your equipment, materials etc under your challan entered in our gate register and a copy of the challan to be sent to our stores.
- 14.10 You shall ensure that all drawings & documents of any nature, whatsoever, relating to company's business, which shall come in to your possession in the course of your scope of work, remain absolute property of the company and that you will at any time, during the tenure of your scope of work or upon termination thereof, for any cause whatsoever, deliver the same to the company on demand and without claiming any lien whatsoever thereon.
- 14.11 The accommodation for the supervisor, workers and staff shall be arranged by M/s Soma Engineering at their own cost. OMM shall provide space for making office which may be removed after completion of work.
- 14.12 OMM reserve full right and authority to reject any work carried out by you because of being sub-standard quality or carried out through incorrect interpretation of drawings and specifications. We also reserve the right to reject any work, if found deficient or defective during the warranty period and recover the money from your bills pertaining to cost thereof and deduct the same from your account. However, you shall have the option to rectify such defects within a reasonable time period after the receipt of intimation from us in writing.
- 14.13 You shall start mobilizing your resources immediately on the date of receipt of this W.O
- 14.14 It is understood that any saving of steel and cement and or any other materials supplied to you by OMM will always rest with OMM and therefore, these materials shall be for the exclusive purpose of execution of the W.O and bills accounted for. OMM shall have the right to check the materials account periodically against the materials issued to you.

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(6)

**15. VALIDITY**

This W.O will stand till completion of the total work and shall be treated as terminated after submission of the final bills.

**16. JURISDICTION**

Only the courts at Rourkela, Orissa to the exclusion of other courts shall have jurisdiction over matters arising of this work order.

This work order is issued in duplicate. Please return to us one copy of it duly sealed and signed by you as a token of acceptance.

Thanking you,  
Yours faithfully,  
For Orissa Manganese & Minerals Ltd

( Authorized Signatory)

Received & accepted  
For Soma Engineering

( Authorized Signatory)



# Orissa Manganese & Minerals Ltd.

OMM Camp, Koira, Dist. Sundergarh, Orissa-770 048.  
Phone 06625-235070, 235063 (O) Fax : 06625-235181  
e-mail omm\_koira@rediffmail.com

O/L

## WORK ORDER

Ref: Work Order No. OMML/08-09/Civil/072

Date: 25.03.09

SOMA ENGINEERING COMPANY  
THANACHOWK, KOIRA-770048  
Dist: SUNDERGARH, ORISSA  
Ph No. 9437139532

Kind Attn : Mr. Bipin Kumar Thakur

Sub: Work order for Construction of Office Building at our Camp Office, Koira

Dear Sir,

With reference to your quotation and subsequent negotiation had with us for construction of Extension of office building in our camp office at Koira, we are pleased to place the Work Order on the following terms & conditions. ✓

### 1. DESCRIPTION

Construction of Office building with all necessary Tools Tackles, Manpower, Materials etc required for complete of the project including Electrical, Door & Window fittings as per drawing enclosed.

Total Work : 1700 Sqft @Rs. 420/- Per Sqft. ✓

Total Value: Rs. 714000/- ( Rupees Seven Lacs Fourteen Thousands Only) ✓

1.1 The entire work is to be completed on or before 31.05.09

Complete mobilizing of all necessary equipments plant, tools, machineries and manpower to complete above job within stipulated time schedule.

You shall provided all managerial and technical inputs including requisite manpower for carrying out the work. You shall also provide all construction plant, machineries, tools and tackles, accessories and other facilities required for timely completion of the work.

### 2. SCOPE OF WORK:

A) Your Scope of Work : Roof casting, ✓ inside & outside plastering, ✓ inside & outside coloring, ✓  
✓ paris work only inside wall, flooring, Electrical wiring with necessary fittings, Door and (Wooden  
aluminium window fittings etc. including materials & labour charges will be under your scope Door)  
of supply. ✓

### B) Our Scope of Work ✓

Required tiles for flooring, water facility and place for raw materials till complete of the job will be provided by us. Fitting of tiles with all material & Labour charges, are to your account.

*(Handwritten signature)*



### 3. PAYMENT TERM

You shall submit your bills after completion of total work along with reconciliation statement. The payment shall be made to you within 15-20 days from the date of submission of bill after conducting preliminary checks, deducting of the TDS & other statutory/chargeable deduction from the certified amount.

### 3. MANNER OF EXECUTION

You shall carryout the work in proper manner with all safety measures using the latest technologies and mobilization of required equipments, machinery PPE.

### 5. JOB COMPLETION TIME

You will complete the construction of total work within 2 (Two) month's time from the date of acceptance of this work order.

### 6. CODE OF CONDUCT

If any persons of your company is found involved in activities which are not ethical like bribing or malpractices during the execution of this WO , in such a situation OMM has the discretion of penalizing such persons and such activities shall entitle OMM to terminate this WO.

### 7. INSURANCE, TAXES & DUTIES

All taxes, duties and insurance on this WO whether levied at the State or Central level shall be paid by you directly and in your account. However, the work contract tax & income tax as per the prevailing rates shall be deducted from your bills and deposited to respective tax authorities. A certificate for this deduction shall be issued by us as soon as the same deposited. Service Tax extra as applicable shall be paid extra.

### 8. TERMINATION

OMM shall have the power to terminate the WO in full or part as aforesaid without prejudice to any of the rights or remedies, which shall have accrued or shall accrue, of which the termination notice in writing to you by us shall be conclusive evidence.

### 9. VALIDITY

This W.O will stand till completion of the total work and shall be treated as terminated after submission of the final bills.

### 10. JURISDICTION

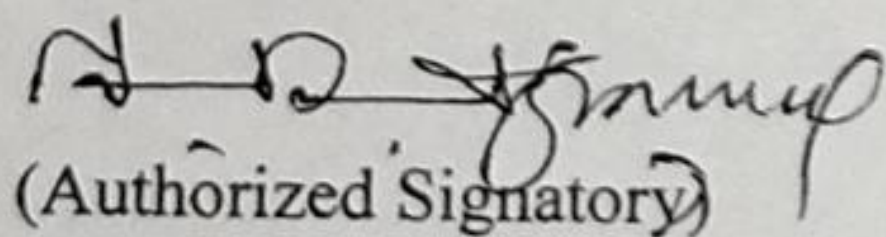
Only the courts at Rourkela, Orissa to the exclusion of other courts shall have jurisdiction over matters arising of this work order.

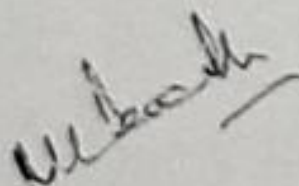
This work order is issued in duplicate. Please return to us one copy of it duly sealed and signed by you as a token of acceptance.

Thanking you,

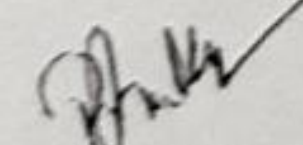
Yours faithfully,

For Orissa Manganese & Minerals Ltd

  
(Authorized Signatory)



Received & accepted  
For Soma Engineering Company

  
( Authorized Signatory)