

COMPLETION CERTIFICATE

BATEMAN/PROC/M5001-F-049/CC

25-05-2009

TO WHOM SO EVER IT MAY CONCERN

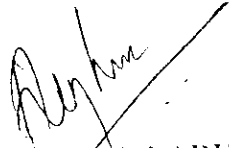
We hereby certify that M/S Dynamic Elecpower (P) Ltd.,G-68,Riico Industrial Area, Biliya, Bhiwara (Rajasthan) has done Electrical Job for us from September 2007 to August 2008 at M/S Hindustan Zinc Ltd.against our Work Order No. M5001-F-049 dated 18.12.2007 and its 3 amendments.

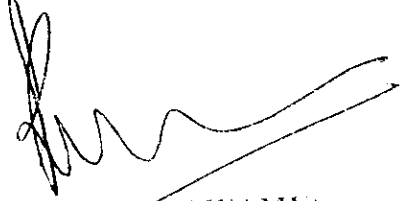
The final value of the Work Order was Rs.95,64,662/-.

The work done by them was to our as well as our Client M/S Hindustan Zinc Ltd's satisfaction. We wish them all success in future.

This Certificate is issued without Prejudice.

For Bateman Engineering (India) Private Limited


(ANURAG LADHA)
Head - Procurement


(S RAMASWAMY)
Sr. Project Manager

Ref: M5001- E - 049

18-12-2007

WORK ORDER

M/s. Dynamic Elecpower Pvt Ltd.
G-68, RICO Industrial Area,
Biliya, Bhilwara - 311001
Rajasthan.
Tel: 01482-260142

Kind Attn.: Mr. Sanjay Lodha

Sub: Work Order for Switch Board LV Bus duct, LBS / Cable Laying / structural/ cable tray work at the main proposed plant sub-station with associated Erection, Testing and Commissioning at Rampura Agucha Mines of M/s. Hindustan Zinc Limited Agucha (Raj) - India.

Ref: Your mail offer No. nil dated 18.10.07 & subsequent discussions had with you our Mr. B. Sudhakara (Project Director) & Mr. John Louis (Project Manager).

Our LOI ref : SITE / MP /59 / 07-08 dated: 20.10.07.

And subsequent discussions had with our site personal.

Dear Sir,

With reference to the above subject and references, we are pleased to place our "Work Order" on you for Electrical / cable laying / structural / cable tray work at the main process plant sub-station per our Annexure 1 at Rampura Agucha Mines of M/s. Hindustan Zinc Limited Agucha (Raj) - India.

1.0 Scope of work.

1.1 The scope of work is as mentioned in our Annexure 1 for the proposed expansion of Rampura Agucha Mines Ore Beneficiation Plant for M/s Hindustan Zinc Limited at Bhilwara, Rajasthan. Bateman safety standards shall be maintained.

1.2 Bateman safety standards shall be maintained.

1.3 You shall fulfil all rules & regulations of Mining & Factory Act as applicable.

2.0 Total Order value:

The total order value for above mentioned scope of work shall be **Rs.49,09,489.00(Rupees Forty Nine Lakhs Nine Thousand Four Hundred and Eighty Nine Only).** Service tax shall be paid extra as applicable against the required documents. Detailed BOQ enclosed.

2.1 No escalation will be allowed for price.

**A Bateman
Engineering N. V.
Company**

Price Basis : FOR Site (Rampura Agucha - Mines).

Sanjay Lodha
18/12/07
10/12/07

3.0 Taxes, levies and duties.

3.1 Income – Tax

Income Tax at the prevailing rate, on gross amount billed shall be deducted from the Contractor's bills as per relevant provisions of the income Tax Act.

3.2 No escalation shall be allowed on materials, labour, erection, testing and commissioning etc.

3.3 The above rate shall inclusive of statutory obligations on his labour such as ESI, PF, etc, if applicable and indemnify the Employer against the same.

3.4 You shall comply any statutory requirements from State Govt, Central Govt, Authority Boards and HZI formalities.

3.5 You shall comply with all laws applicable to the performance of the contract.

4.0 Site Mobilization:

Site mobilization period shall be 15 days from the date of LOI. This includes all formalities like VTC/Medical etc.

5.0 Payment terms:

90% Payment shall be made within 15 days after receipt of the invoice. Invoicing shall be duly certified by our authorised person at site. Balance 10% will be paid after completion of the work. TDS will be deducted as per existing norms.

Payment will be made on actual measurement and unit rate basis.

6.0 Firm Prices:

The contract prices shall be firm and binding and shall not be subject to any variation for reason whatsoever. Base date shall be date of LOI.

7.0 Termination / Extension of contract :

Termination of contract or extension of this contract for any of the additional work in between contract period are invariable under discretion of M/s. Bateman India. No reasons will be sought by you from us for termination of contract at any time in between contract period.

8.0 Time of Completion :

This contract is valid up to Three months from the date of LOI with Firm & Fixed prices. No escalation shall be given for what so ever reasons.

9.0 Defects liability period (Period of maintenance)

The defects liability period shall be 15 months from the date of issue of final certificate by us. You shall take all necessary steps for correcting any defects as informed by us during the defect liability period.

10.0 Provident fund and workmen insurance

- Provident fund and workman insurance in your scope. No obligations exist in M/s. Bateman's scope in this matter.
- You shall indemnify us and our Engineers against all claims for the damages to the property and personnel of M/s. HZL.
- Complete safety of the workmen during validity of contract will be in your scope. M/s. Bateman India shall not carry any liability for the same.

11.0 Arbitration:

Venue of arbitration in case of any dispute shall be Bangalore.

12.0 Rates:

Prices and rates quoted for all items shall be inclusive of all charges for supply of materials (except - free issue materials if any mentioned elsewhere) transport, loading, unloading, wastage's, rolling margins, if any, storing and preserving, fabrication, fixing, installation, construction, erection, scaffolding, staging, working platforms, necessary use of tools, tackles, plants and equipment's, payment of all taxes, royalty, octroi duties, testing, samples, any incidental expenses etc. complete and also contractor's overheads and profits, and everything necessary for due performance of work under this contract.

No extra claim whatsoever shall be entertained on any account except additional items not covered in BOQ.

13.0 Approximate quantities:

The quantities given in the Bill of Quantities sent to you along with the Work Order are approximate only and these quantities are liable to alterations by omissions, reductions or additions to any extent without affecting the rates or terms and conditions of the Work Order.

14.0 Extra Items:

In the event of any item of work which need to be carried out for the completion of the work and which is not covered by the Bill of Quantities and specifications, such an item of works shall be termed as extra item. You shall first notify the rate and get a written agreement from us before commencing the work. In order to facilitate the finalisation of the rate for items not covered in the Bill of Quantities but which are similar in nature to the items already covered therein, the rates for these items shall be arrived at by extending the rates for similar items as applicable. In case it is not possible to derive rate of extra item as mentioned earlier, you shall submit detailed rate analysis based on standard norms for productivity and material consumption along with supporting vouchers to substantiate the rate for approval to us.

15.0 Tools and Tackles:

You shall submit the list of major equipments & tools proposed to be mobilised for the project.

16.0 Manpower deployment and Project Reports:

You shall submit the proposed manpower deployment schedule and organization chart immediately upon the execution of this Letter of Intent. The same shall be reviewed jointly with us time to time and revised as per the project requirements. Project reporting will be done on a mutually agreed basis to record the progress of the works by reference to a mutually agreed project schedule in a format approved by us and in sufficient details. You shall take all steps necessary in the event you receive notification to accelerate the work to meet the project completion date.

17.0 Pre- Requisites:

You agree that you have inspected the site and its surroundings and have satisfied yourself as to all technical, commercial, social and general conditions and all circumstances affecting the site and the works including the nature of the ground and sub-soil, the form and nature of the site, extent and nature of work and materials necessary for carrying out and completion of the works, the means of communication with and transportation and access to the work site, the accommodation it may require and in general all risks and contingencies influencing or to any adjustment of the order value on grounds of misinterpretation or misunderstanding of any such matter.

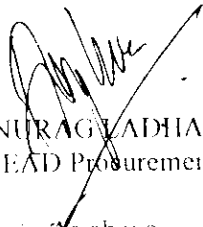
18.0 Warranties:

You shall give the appropriate warranties on workmanship, quality, intellectual property rights, etc. All intellectual property rights in the design, drawings and other technical documents shall be assigned to us.

You are requested to initiate action as per above immediately.

Kindly acknowledge and accept the terms and conditions mentioned above and send us the copy of the same duly signed and stamped by you as a matter of acceptance.

Thanking you,
Yours faith fully,
For Bateman Engineering (India) Pvt Ltd.


ANURAG ADHIA
(HEAD Procurement)

Enc: As above

Annexure 1 # M5001-E-049

S.No.	DESCRIPTION	UNIT	QTY.	UNIT RATE	AMOUNT
1	VVVF DRIVES (ACS 1000)				
	Errrection, Testing & commissioning Of the Drive Panel. As Per GA Drawing & instruction of Site Engineer. Complete with all Earth Connection & cable connection. The Rate includes all tools, tackles, labour Transportation of panels from BEIPL Store to site	Nos.	1	14500	14500
2	VVVF DRIVES (ACS 800)				
	Errrection, Testing & commissioning Of the Drive panel. As per GA Drawing & Instruction of site Engineer. Complete with all Earth Connections & Cable connection. The Rate includes all tools, tackles, labour Transportation of panels from BEIPL Store to site.	Nos.	33	14500	478500
3	Laying, Termination, Testing, Commissioning of 1.1kv Grade I.I Armoured, XLPE Cables on tray/ column/ trench/ structure etc. As per Drawings and instructions of site Engineer. The rate Includes all tools and Tackles, labour, Transportation of Cables drums from BEIPL Store to site.				
	a) 4cx4 sqmm	Mtrs.	U.R.	20	
	b) 4cx6sqmm	Mtrs.	U.R.	20	
	c) 4cx10sqmm	Mtrs.	U.R.	20	
	d) 4cx16sqmm	Mtrs.	15,900	20	318000
	e) 4cx25sqmm	Mtrs.	8,050	22	177100
	f) 3.5cx35sqmm	Mtrs.	5,625	22	123750
	g) 3.5cx50sqmm	Mtrs.	7,198	23	165554
	h) 3.5cx70sqmm	Mtrs.	7,385	23	169855
	i) 3.5cx95sqmm	Mtrs.	2,340	25	58500
	j) 3.5cx120sqmm	Mtrs.	6,250	27	168750
	k) 3.5cx150sqmm	Mtrs.	8,950	30	268500
	l) 3.5cx185sqmm	Mtrs.	12,580	32	402560
	m) 3.5cx240sqmm	Mtrs.	9,400	35	329000
	n) 3.5cx300sqmm	Mtrs.	11,000	45	495000
	o) 3/3.5cx400sqmm	Mtrs.	U.R.	60	
4	End -Termination of the above cables Using all your Materials. Double Compression Cable Glands and Tinned Cu Lugs.				
	a) 4cx4sqmm	Nos	U.R.	280	
	b) 4cx6sqmm	Nos	U.R.	280	
	c) 4cx10sqmm	Nos	U.R.	280	
	d) 4cx16sqmm	Nos	180	380	68400
	e) 4cx25sqmm	Nos	68	380	25840
	f) 3.5cx35sqmm	Nos	48	380	18240
	g) 3.5cx50sqmm	Nos	46	400	18400
	h) 3.5cx70sqmm	Nos	58	630	36540
	i) 3.5cx95sqmm	Nos	10	725	7250
	j) 3.5cx120sqmm	Nos	36	900	32400

	k) 3.5x150sqmm	Nos	58	1100	63800
	l) 3.5x185sqmm	Nos	100	1200	120000
	m) 3.5x240sqmm	Nos	44	1700	74800
	n) 3.5x300sqmm	Nos	126	2000	252000
	o) 3/3.5x400sqmm	Nos	U.R.	2500-	
5	Errction, Connection of the following GI ladder trays with necessary supports,tees,elbows,bends,bolts&nuts and other accessories to complete the job. (Trays will be 2.5Mts each shall be assembled at site)				
	a) 75mm x 100 mm	Mtrs	750	38	28500
	b) 150 mmx 100 mm	Mtrs	72	45	33750
	c) 300 mmx 100 mm	Mtrs	1500	50	75000
	d) 450 mmx 100 mm	Mtrs	500	55	27500
	e) 600 mmx 100 mm	Mtrs	3750	60	2,25,000.00
6	Laying & fixing of the following G.S. Flat for motors, panels, earthing at two Places.				
	a. 50x6 mm GS Flat	Mtrs	1800	70	1,26,300
	b. 35x6 mm GS Flat	Mtrs	2000	60	1,20,000
	c. 25x3 mm GS Flat	Mtrs	4500	30	1,35,000
	d No. 08 SWG GS Wire	Mtrs	10000	5	50,000
7	Fabrication, Erection of angels/ channels for panel base frames, tray supports etc. Two coats Of red oxide primer and approved paint to be applied.	Ton	6	13000	78000
8	MAIN PROCESS PLANT PMCC	UNIT	1	330000	330000
	Errction, Testing & Commissioning of 415V PMCC, at MPP Sub-Station first floor.				
	The rate Includes all relay testing, setting & co-ordination. All minor civil work, including Chipping of floors etc, All tools, Tackles, labor.				
	Transportation of panels from BEIPL Store To Site				
9	LV BUS DUCT				
	Errction, Testing & Commissioning of LT Bus- Duct from Trafo LV END To PMCC				
	The rate includes supports to duct, earthing etc .				
	a- Trafo-304 To PMCC-1	MTS	10	7500	75000
	b- Trafo-304 To PMCC-2	MTS	10	7500	75000
	c- Trafo-304 To PMCC-3	MTS	10	7500	75000
	d- Trafo-304 To PMCC-4	MTS	10	7500	75000
	e- Trafo-304 To PMCC-5	MTS	10	7500	75000
10	11KV LOAD BREAK SWITCH				
	Installation, Testing. & Commissioning of Load Break Switch, As per GA drawing. The rate Includes all, tools & tackles, labor. Transportation of LBS from BEIPL Store.	Nos.	7	3500	24500
	TOTAL-				4909489