



| (D). | <u>Motor Control Centre</u>         |
|------|-------------------------------------|
| 1    | LT PMCC Crusher                     |
| 2    | Additive & Raw mill Hopper Feed MCC |
| 3    | Coal Crusher & Coal Handling MCC    |
| 4    | Raw Mill MCC                        |
| 5    | LSP & GGT MCC                       |
| 6    | Kiln Feed MCC                       |
| 7    | Water Supply MCC                    |
| 8    | kiln MCC                            |
| 9    | Coal Mill MCC                       |
| 10   | Coal Dosing & Coal Firing MCC       |
| 11   | Cooler MCC No.1                     |
| 12   | Cooler MCC No.2                     |
| 13   | Clinker Extraction & Handling MCC   |
| 14   | Gypsum & Flyash Handling MCC        |
| 15   | Cement Mill No.1 MCC                |
| 16   | Roller Press MCC                    |
| 17   | Cement Mill No.2 MCC                |
| 18   | Cement Silo MCC                     |
| 19   | Packing Plant No.1 MCC              |
| 20   | Packing Plant No.2 MCC              |
| 21   | Packing Plant No.3 MCC              |

**Exclusion of Scope of supply and terms for future order for Power Plant MCC, PCC, APFC & BUS DUCTS:**

Please note that Air circuit breakers, Switch fuse units with fuses, Power Contactors, Control Contactors, Surge Suppressors, Thermal Overload Relay & Electronic Motor Protection Relays shall be supplied to you by us. However all these equipments shall be installed by you in MCC, PCC & APFC Panels. All other remaining equipments to complete the scope of supply shall be supplied by you.

The above mentioned scope of supply shall not be treated as final, as our detailed engineering is going on, any addition or deletion may take place in the mentioned scope of supply. The rates for addition & deletion of feeder modules, one complete vertical bay including Bus Bar Extension, wiring, links and all other accessories are as per Annexure IV.

We may order MCC, PCC, APFC & BUS DUCTS required for our Power Plant for this project on same rates in case of tech specs are same or for different specs and size of Panel the rates on prorata basis shall be calculated by mutual consent.

**2.0 PRICE:**

The total price for above scope of supply will be **Rs. 200.00 lacs (Rs. Two hundred lacs only)** Ex Works, exclusive of excise duty and VAT.

MIL-CEM will not be liable to pay any duty / taxes on purchase of raw-materials or components which may be required for manufacturing of Suppliers / Sub Suppliers works, including variation therein during currency of the contract.

**3.0 TERMS OF PAYMENT:**

3.1 Payment of contract price shall be made as given hereunder:-

- i) 10% of the Purchase Order value on signing the contract on submission of Post dated Cheque of 10% order value.
- ii) Further 5% of the Purchase order value after approval of drawings, which you shall submit within 15 days of this Purchase Order.
- iii) 75% Payment along with taxes and duties shall be paid against proforma Invoice on pro rate basis prior to dispatch.
- iv) Balance 10% of the payment shall be released after submission of performance Bank Guarantee Valid for a period of 12 Months from the date of commissioning.

**4.0 COMMUNICATION:**

- 4.1 Three sets of signed commercial invoices with detailed packing lists of the machinery and equipment covered under the scope of supply of which 1 set is to be sent in advance by courier service or by airmails and 2 sets by separate post.
- 4.2 All commercial correspondence and documents under this heading 'Documentation' are to be dispatched to "MIL-CEM" at following address:-

**Murli Industries Ltd.**

(Cement Unit)

Radha Niwas, Nr. Gajanan Temple

Bapat Nagar

CHANDRAPUR -- 442 401 (Maharashtra)

**INDIA**

E Mail : sharmad@murliindustries.com / kryadav@murliindustries.com

Phone: +91-7172 260122, 253921

Fax No. +91 7172 250402



**5.0 DELIVERY:**

- 5.1 It is understood by and between the parties hereto that the delivery is the ESSENCE of this contract as stipulated in the contract subject to force majeure conditions.
- 5.2 In the event any delay in the delivery of the scope of supply owing to force majeure conditions which directly affects the delivery of parts ready for despatch, revised delivery schedule shall be prepared as mutually agreed upon.
- 5.3 A detailed delivery schedule will be prepared well in advance by the Supplier and submitted to "MIL CEM". The delivery schedule shall be approved by MIL CEM. However, total delivery period shall not exceed period stipulated herein below.
- 5.4 You will deliver all the Panels covered under scope of supply by 31<sup>st</sup> December -07. However, in case of delay, liquidated damages would be applicable @ 0.5% per week on unexecuted order value, subject to maximum of 5% after 7 months from the date of the LOI.

**6.0 INSPECTIONS AND TESTS & DESIGN CONFERENCE:**

- 6.1 M/s MIL reserves the right to inspect Panels at suppliers works. Supplier shall intimate the date of readiness of Panels at least 15 (fifteen) days in advance through E mail / Fax before it is ready for inspection. The "MIL-CEM" shall intimate the Supplier within 7 (seven) days of the above notice their willingness to inspect the goods ready in the period specified. In absence of this confirmation, the Supplier has the right to dispatch the Panels on the basis of his internal inspection. In such case, copy of final internal inspection certificate shall be made available, for his verification at a later date.
- 6.2 The Supplier shall apply the inspection and testing techniques normally practiced by it or specifically called for in the specifications to the equipment, and records of all inspections made by the Supplier shall be kept complete and available to the MIL-CEM.
- 6.3 The design of the Panels is based on the recognized industrial standard specifications employed in India.
- 6.4 In case an item of Suppliers supply is found to be defective in material or workmanship or otherwise not in conformity with the specifications, the MIL-CEM shall have the right either to reject such item or to require its replacement or rectification at the cost of the Supplier.

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- 6.5 The inspection and test by the MIL CFM of an item of Suppliers supply shall not relieve the Supplier from the responsibilities regarding warranties and the guarantees provided for in this contract.
- 6.6 Heat Run test (Temperature rise) shall be conducted on one PCC & Two MCC of clients choice free of cost at your works in presence of clients representative.

**7.0 PROGRESSIVE REPORTS AND BAR CHARTS:**

After the receipt of our purchase order, you shall show your activities of purchase of brought out items, manufacturing and testing in the form of bar charts which shall be submitted to us within four weeks from the date of order. We shall review your activities every month to ensure that the activities shown in the bar charts are functioning properly. You shall also send us a progress report every month by 5<sup>th</sup> of next month.

**8.0 LIQUIDATED DAMAGES:**

Timely delivery of material is the ESSENCE of this order. In case the delivery is not made within the delivery period mentioned above, we shall charge liquidated damages not as a penalty @ 0.5 % (point five percent) of the total order value per week's delay subject to a maximum of 5 % (five percent) through irrevocable bank guarantee against late delivery.

**9.0 WARRANTIES & GUARANTEES**

WARRANTIES:- The SUPPLIER warrant that all articles supplied by them shall be free from any defect(s) in material and/or workmanship and further warrants the quality to be free from any defect(s), mechanical and to confirm to the specifications and requirements of this contract for 12 months from the date of successful commissioning of the Panels.

MIL-CEM shall notify Supplier in writing or by e-mail/fax, immediately upon discovery of any defect(s) for which claim is to be made under this warranty. Immediately upon receipt of such notice the Supplier shall submit by fax or e-mail their comments and recommendations about the actions to be taken.

Supplier shall remedy, alter and/or replace within a quickest possible time, any defect(s) against which the Panels is warranted under the warranty.

All costs for the repair, replacement, alternation and/or transportation shall be for the account of the Supplier.

GUARANTEES:- The Supplier guarantees that the equipment shall perform to the specified performance parameters as specified. In case the performance falls short of the guaranteed parameter, the MIL-CEM shall

have the right to claim the PBC. However, warranties would stand as it is as agreed.

**10.0 SALES TAX & ECC NO.:**

|                           |   |                            |
|---------------------------|---|----------------------------|
| ECC Number                | : | AACCM1276BXM006            |
| Excise Range              | : | AWARPUR OF CHANDRAPUR      |
| Excise Division           | : | CHANDRAPUR                 |
| Excise Collectorate       | : | Nagpur                     |
| CST, LST, TIN No. & date. | : | 2794029482 dated 1.04.2006 |
| PAN No.                   | : | AACCM1276B                 |

**11.0 INSURANCE:**

Transit insurance upto site shall be borne by us and you will inform us through e-mail/fax/ courier the required information prior to dispatch.

You will intimate us prior to the dispatch of the material, the value of the goods, IR number to enable us to make necessary arrangement for transit insurance of the goods before the actual movement of the materials.

**12.0 TECHNICAL RULES & PRINCIPLES:**

You will guarantee to carry out all work to the best of your abilities and in compliance with the usual standards for construction of work and accepted methods and procedures. You especially undertake to design all Panels to be delivered on the basis of this order in accordance with the latest technical / economic principles.

The equipment to be supplied by you shall be absolutely new and will be designed and fabricated in accordance with the recognized international standard specification / Indian standards, wherever applicable.

However, if we ask for any change while executing the order, you shall comply with such requests provided it has been covered by this order and the state of the project still allows to introduce these modifications without adversely affecting the terms fixed and you consider them to be technically realizable.

As soon as you will notify us in writing or by e-mail / fax about a decision having been made regarding these changes, informing us the same time about changes in the price or delivery date, we shall submit our approval also in writing.

**13.0 ASSIGNMENT AND SUB-CONTRACTING:**

Any assignment of the contract or any other right or obligations there under by either party hereto without consent of the other shall be void.

**14.0 AFTER SALES SERVICE:**

You will render us free after sales service during warranty period whenever required. You shall depute your engineer at your own cost to rectify any faults in the equipments supplied by you as and when required by us. We will reimburse to and fro travel charges at actual, in case fault lies at our end.

**15.0 PATENTS, DESIGN & TRADE MARKS ETC.:**

You will fully indemnify and protect us from or against all claims, expenses, action or proceedings, claimed or raised by the third parties, which may arise out of or resulting from the infringement of any patent, designs, trademarks or any other protected rights in connection with your supply of equipment under this order. We shall notify you immediately after any claim is made or action is brought against us in respect of any such proceedings. At your expenses and responsibility, we shall within our capabilities assist you in conducting all negotiations and carrying out proceedings or settlement of any claims or litigations in respect of such matter. All drawings and technical information submitted by you will be kept strictly confidential at our end and will be meant only for this order.

**16.0 PACKING, MARKINGS & TRANSPORTATION:**

All scope of supplies under this contract shall be suitably packed in Polythene followed by Cardboard and then finally packed in wooden crates. Such packing must be sufficient to ensure safe arrival at destination, fully covered against such hazards as rough handling, improper stacking, and possible corrosion due to exposure to salty atmosphere, rains, flooding etc. 5% of the order value is payable against wooden packing. All parts must be identified legibly by tags and indelible inscription ink. All packing cases should be marked by special colour scheme as under:

Case Number (as specified in the packing list and invoice)

|                            |  |
|----------------------------|--|
| Consignee and Project Name | : <b>Murli Industries Ltd.</b><br>(Cement Unit)<br>Near Village Naranda,<br>Taluka Korpana<br>Distt. Chandrapur (Maharashtra)<br>(INDIA)<br>Phone : +91 7172-260122, 253921<br>E mail: shamad@murliindustries.com<br>kyadav@murliindustries.com<br>jainss@murliindustries.com<br>Fax : +91-7172 250402 |
|----------------------------|--|

Gross weight (in MT / Kgs.) :

Net weight (in MT / Kds.) :  
Equipment No. / Part No. :  
Contract No. :  
Package No. :

You will send us dispatch particulars within 6 hours so as to cover insurance.

**17.0 INVOICING PROCEDURE AND DESPATCH DOCUMENTS:**

You shall raise invoices in three copies indicating goods and net weight and billing break-up of the machinery. All invoice and excise gate pass would be prepared on following address:

**MurlI Industries Ltd.**  
(Cement Unit)  
Radha Niwas, Nr. Gajanan Temple  
Bapat Nagar  
CHANDRAPUR - 442 401 (Maharashtra)  
(INDIA)

You will submit following documents for payments:

- a) Invoice in original plus three copies fully describing the particulars of the goods.
- b) Consignee copy of LR / RR.
- c) Advice of dispatch / packing list / challan.
- d) Cenvatable Excise Gate Pass / Invoice, at applicable rate, if any.
- e) Inspection / Test certificate, if any.
- f) Any other documents as applicable.

**18.0 ALTERATION AND AMENDMENTS:**

We may, by mutual consent, record in writing and duly signed amend / alter the terms and conditions and the contents of the order.

**19.0 FORCE MAJEURE:**

Our order is subject to this clause. You and us understand by force majeure to unforeseen events. Circumstances such as War, Riots, Sabotage, fires, Storms etc. that are not unforeseen and beyond the control of either party and which portrahit or fully hinder the fulfillment of the order.

**20.0 ARBITRATION:**

At any dispute or differences shall arise in connection with the interpretation of any terms and conditions of this order, the provisions of the Indian Arbitration Act, 1996 will apply in the event of any dispute.

21.0 EFFECTIVE DATE OF CONTRACT:

This Purchase Order has become effective from 21.08.07

22.0 LEGAL MATTERS:

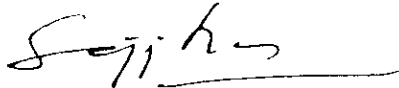
In respect of all legal matters, the jurisdiction would be Nagpur / Chandrapur (Maharashtra) Court only.

We are issuing this order in two copies. Please sign one copy of the same and return to us as a token of your acceptance.

Thanking you.

Yours faithfully,

**For Murli Industries Ltd.**  
(Cement Unit)



**AUTHORISED SIGNATORY**

*SPZ*

We read & understood the terms and conditions of the Purchase order mentioned above and hereby accept the same.

**For Dynamic Elecpower Pvt. Ltd,**



Signature (With Name)