

PURCHASE ORDER

DUPLICATE
FOR STORES/PURCHASE C

N 0034047
NJ 5015393



DWARIKESH SUGAR INDUSTRIES LIMITED

Unit: Dwarikesh Puram
Village: Bahadrapur
Tehsil: Dhammur
Distt: Bijnor (UP) Pin: 246722

Tel: 01343 241256 57
Fax: 01343 267065
Email: factory@dwarikesh.com

Email: dw@dwarkesh.com

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Vendor Code: 07011407670000
Vendor Name: YOKOGAWA INDIA LIMITED, NEW DELHI
203, SOMDUTT CHAMBERS LTD
9, BHIKAJI GAMA PLACE
NEW DELHI 110056

Purchase Order No: PSTI/PO/PP/961142
Order Date: 16/11/2006
Your Ref: RATE AS PER NEGOTIATION
Id No:

Please supply the undernoted material as per instructions specified below. Kindly acknowledge.

S.NO	ITEM CODE & DESCRIPTION	Delivery Date	UNIT	QUANTITY	RATE (Rs)	DISCOUNT	AMOUNT
							Item Specification
1	PACAM1116001 DISTRIBUTED CONTROL SYSTEM COMPLETE FOR BAGASSE BASED COGENERATION PLANT	18-JAN-07	ST	1.000	11300000.0000		11,300,000.00

TOTAL PURCHASE ORDER VALUE (Rs): 11,300,000.00

Note / Technical Specifications :-

You will provide MODVATE worthy invoice to us. Techno Commercial Terms & Condition as per annexure

Payment Terms: 100% AS PER ANNEXURE

Transporter: 07011600020000 ECONOMIC TRANSPORT ORGANISATION

PACKING AND FORWARDING	INCLUSIVE	
FREIGHT	EX. OUR SITE	
CESST DUTY	EXTRA, AS APPLICABLE	2 %
EXCISE DUTY	EXTRA AS APPLICABLE AT THE TIME OF DELIVERY	16 %
SALES TAX	EXTRA AGAINST FORM 'C'	4 %
INSURANCE	INCLUSIVE	

Enclosures :

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Subject to other terms and conditions contained in these presents, the Purchaser Dwarikesh Sugar Industries Ltd. (DSIL) will pay to the Seller (Yokogawa India Limited (YIL), New Delh-110 066) the following price:

SR.	PARTICULARS	BASIC PRICE (RS. IN LACS)
1.	Supply of DCS for Cogeneration Plant	113.00
	Total (Rs. One crore Thirteen Lacs only)	113.00

The Seller shall also supply one madule of each type as spare.

The total contract price is inclusive of the cost of inter alia the following -

Cost of all other items which are necessary for completing the supply of equipment and accessories as per scope of supply.

Custom duty if any on imported raw material, assemblies, sub-assemblies or any other component and services forming part of scope of supplies.

All taxes, duties and Octroi to be paid by the SELLER or their sub-contractors on raw materials, components and other materials for their own manufacture of finished machinery and equipments or part of said machinery and equipments.

Packing and forwarding charges, royalties and fees if any, loading charges, freight upto the site & transit Insurance.

Supervision for Erection & Commissioning charges.

But exclusive of Excise duty & sales tax

Applicable statutory forms wherever required, will be issued by the Purchaser to the Seller.

The contract price is firm and fixed till the contractual completion of the contract. Under no circumstances escalation in price is contemplated and become payable by the purchaser.

TERMS OF PAYMENT :

The Purchaser will pay the seller the contract price as detailed hereunder:-

1. Rs.5.65 Lacs (Rupees Five Lacs Sixty Five Thousand only) being 5% as 1st advance shall be paid against submission of advance bank guarantee for equivalent value valid for the entire contract period on as per purchaser's format and acceptance of order.
2. Rs.5.65 Lacs (Rupees Five Lacs Sixty Five Thousand only) being 5% as 2nd advance shall be paid against submission of advance bank guarantee for equivalent value valid for the entire contract period as per purchaser's format, system configuration, panel drawing, data sheet, basic loop drawing, bar chart, project schedule. Supply schedule, G.A.Drawings, billing schedule, in house fabrication schedule, a checklist/ time schedule for placement of order for the bought out items.

Unpriced Purchase Order copies shall be submitted progressively, detailed IO, wiring drawing and cable requirement will be submitted within 45 days from the date of our LOI no.DSIL/DD/160/0903 dated 30th September'06.

3. Rs.73.45 Lacs (Rupees Seventy Three Lacs Forty Five Thousand only) being 65% along with applicable taxes and duties after receipt of materials at site in 45 days subject to satisfactory inspection by our site engineer and starting of erection works.
4. Rs.11.30 Lacs (Rupees Eleven Lacs Thirty Thousand only) being 10% after satisfactory completion of erection.
5. Rs.16.95 Lacs (Rupees Sixteen Lacs Ninety Five Thousand only) being 15% payable after commissioning, trial run, reliability run and performance testing and against submission of performance bank guarantee as per purchaser's format of the equivalent amount valid for the entire guarantee period up to June' 2009.

The Seller shall provide Cenvat worthy invoices in respect of items on which Central Excise Duty is paid or reimbursed. The seller shall charge sales tax at concessional rate against declaration form. Sales tax at no other rate shall be applicable for all the supplies.



Dwarikesh Sugar Industries Limited
Payment Terms & Condition of Distributed Control System for Sugar Plant at Dwarikesh Puram

STATE SALES TAX REGN. NO. NJ - 0034047 DATED 13.06.1994

CENTRAL SALES TAX REGN. NO. **NJ - 5015393 DATED 13.06.1994**

STATE SALES TAX REGN. NO. **NJ - 0034047 DATED 13.06.1994**

GOLDEN CARD PAN NO. **AAB-CD-8192-N**

NEW E.C.C. NO. **AAB-CD-8192-N-XM003**

The Commodity/Description of Goods, Chapter Number, and Tariff Heading No. should be clearly mentioned in Invoice.

The Invoice should be issued under the Central Excise Rules & clearly mentioned "DUPLICATE FOR TRANSPORTER" (for taking Credit purpose). The Invoice copy for the "DUPLICATE FOR TRANSPORTER" should not be accepted in torn & mutilated condition.

ADDITIONAL SERVICES

Any services / facilities that may be required by seller from purchaser beyond the scope of this order will be made available on a mutually agreed chargeable basis wherever possible.

As you are aware that we are working on this project in a very tight schedule, please ensure that as committed by you, you shall personally monitor the deliveries from Delhi to meet the deadline as mentioned above and accepted by you.

For & on behalf of
Dwarikesh Sugar Industries Ltd.


K.P. Gadia
General Manager (Commercial) (Works)


M.N. Agarwal
General Manager (Works)

