



# SOMI CONVEYOR BELTINGS LTD.

4F-15, 'OLIVER HOUSE' New Power House Road, JODHPUR - 342 001 (Raj.) INDIA  
Tel. : +91-98290-23471, +91-77268-66661, 94140-83838, 97998-53777, 94141 29472, www.somiconveyor.com  
sales@somiconveyor.com, tender@somiconveyor.com, projects@somiconveyor.com, md@somiconveyor.com  
MFG ALL TYPE OF FABRIC, STEEL CORD & BUCKET ELEVATOR BELTS ♦ OUR CIN NO. L25192RJ2000PLC016480

SOMI/LEGAL & SECRETARIAL/SE/2025/55  
~~FAX/REGD.A.D/COURIER/E-MAIL/E-FILING~~  
DATE: 10/11/2025

To, BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street Mumbai-400 023 Phones: 91-22-22721233/4 Fax: 022-22721919 Security Name: SOMICONVEY Security ID: 533001	To, National Stock Exchange of India Limited Exchange Plaza, Plot No. C/1, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051 Phones: +91-22-26598100/8114 Fax: +91-22-26598120 NSE Symbol: SOMICONVEY
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Sir,

## **Subject: INTIMATION REGARDING ORDER SECURED BY COMPANY**

In pursuance of the provisions of Regulation 30 (1) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the investors/Stakeholders of the Company are hereby informed that the Company has secured order from Essar Bulk Terminal (Salaya) Limited amounting to Rs. 30,67,528.00/-, details of the same are enclosed for your records and dissemination.

As per SEBI circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, please find below Additional details in respect of orders secured by the Company:

Disclosure Requirement	Details
a) name of the entity awarding the order(s)/contract(s);	Essar Bulk Terminal (Salaya) Limited
b) significant terms and conditions of order(s)/contract(s) awarded in brief;	Company to supply 400 Metres of Open End Flat Conveyor Belt 1800mm, Top 6mm, Bottom 3mm at a unit rate of Rs. 6,499.00.
c) whether order(s) / contract(s) have been awarded by domestic/ international entity;	Domestic Company
d) nature of order(s) / contract(s);	Supply of Fabric Conveyor Belt
e) whether domestic or international;	Domestic
f) time period by which the order(s)/contract(s) is to be executed;	15 Days from the date of PO



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[sales@somiconveyor.com](mailto:sales@somiconveyor.com), [tender@somiconveyor.com](mailto:tender@somiconveyor.com), [projects@somiconveyor.com](mailto:projects@somiconveyor.com), [md@somiconveyor.com](mailto:md@somiconveyor.com)  
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g) broad consideration or size of the order(s)/contract(s);	Order Value: 30,67,528.00 PO Qty: 400.00 Meter
h) whether the promoter/ promoter group / group companies have any interest in the entity that awarded the order(s)/contract(s)? If yes, nature of interest and details thereof;	Promoter/ Promoter Group / Group Companies does not have any interest
i) whether the order(s)/contract(s) would fall within related party transactions? If yes, whether the same is done at "arm's length".	No

Kindly take this information on your records.

For **SOMI CONVEYOR BELTINGS LIMITED**

VIMAL BHANSALI  
(Whole-time director)  
DIN: 00351851  
Enclosure: As Above



# ESSAR BULK TERMINAL (SALAYA) LIMITED

44 KM STONE, JAMNAGAR-OKHA HIGH WAY, POST BOX NO. 07, KHAMBHALIYA, INDIA, PIN # 361305.

**ESSAR**

PO Number: EBTSL/ES1/4200352467 PO DATE : 04.11.2025	<b>PURCHASE ORDER</b>	Our Ref : DPIYUSH1 Your Offer No.: Dated :
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Vendor Code: 104505  Vendor Name & Address: SOMI CONVEYOR BELTING LTD , 4 F-15 OLIVER HOUSE NR BANK OF INDIA NEW POWER HOUSE JODHPUR-342001 Rajasthan India  Tel No.: 2610472 Fax No.: 2432307 E Mail : sales@somiconveyor.com Vendor GST No.: 08AAFC52085P1ZR	Our Sales Tax Reg. Nos. VAT Reg No.: CST Reg No.: Plant GST No.: 24AABCE9244L1ZG  Address for Communication: ESSAR BULK TERMINAL (SALAYA) LIMITED 44 KM STONE, JAMNAGAR-OKHA HIGH WAY, POST BOX NO. 07, KHAMBHALIYA PIN # 361 305 Gujarat, India  Contact Person for this PO: Piyush Dave Mob. NO: 9825112977 PHONE.No.: Piyush.Dave@essarport.co.in
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PLEASE SUPPLY THE FOLLOWING MATERIAL SUBJECT TO THE TERMS AND CONDITIONS MENTIONED BELOW.

Supply of 1800 MM Width EP Conveyor Belt at EBTSL, Salaya

## PRICE SUMMARY

Total Basic Value	2,599,600.00
Total Tax on PO	467,928.00

Total Order Value : 3,067,528.00

Three million sixty-seven thousand five hundred twenty-eight And Paise Zero INR Only.

Incoterms / Price Basis: FOREBTSL, Salaya Site

Payment terms. : As Per Details given in PO; Curr. INR

Following Attachments shall form integral part of this order:

ESSAR BULK TERMINAL (SALAYA) LIMITED  AUTHORISED SIGNATORY NAME: DESIGNATION:	Unconditionally accepted for and on behalf of: SOMI CONVEYOR BELTING LTD  Signature/Name:
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Corp. Office: Essar house, P.O. Box No. 7945, Mahalaxmi, Mumbai#400034, India.  
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**ESSAR**

PURCHASE ORDER : EBTSL/ES1/4200352467

PO DATE : 04.11.2025

AMENDMENT No : 0

AMENDMENT DATE:

SR.NO	MATL. CODE/ MATERIAL DESCRIPTION	QTY	UNIT	RATE/UNIT	AMOUNT
00010	340013083 BELT, CONVEYOR, OPEN END, FLAT, 1000 N/MM, 4	400	M	6,499.00 /INR	2,599,600.00

**HSN Code:**

BELT, CONVEYOR

TYPE : OPEN END

SHAPE : FLAT

TENSILE STRENGTH : 1000 N/MM

NO OF PLY : 4

WIDTH : 1800 MM

TOP COVER THICKNESS : 6 MM

BOTTOM COVER THICKNESS : 3 MM

BELT CARCASS THICKNESS : 6.4 MM

BELT CARCASS MATERIAL : POLYESTER POLYAMIDE

BELT TOP COVER GRADE : FR

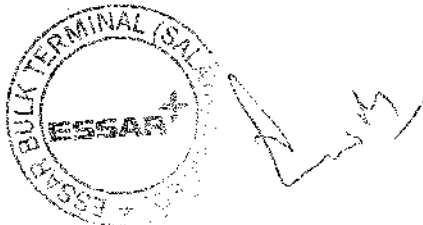
EDGE : MOULDED

Basic Price	0.00 INR	2,599,600.00
Integrated GST	18.00 %	467,928.00
TAX BREAKUP (TAX ON PO)		

Total Basic Value 2,599,600.00

Total Order Value INR 3,067,528.00

Three million sixty-seven thousand five hundred twenty-eight And Paise Zero Only.



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**PURCHASE ORDER : EBTSL/ES1/4200352467**

PO DATE : 04.11.2025

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## TERMS & CONDITIONS

TERMS AND CONDITION FOR SCOPE OF SUPPLY:

### 1. GENERAL

1.1. The PURCHASE ORDER shall be governed by and interpreted in accordance with the laws of India. Any provision required to be included in a PURCHASE ORDER of any type by any appropriate and valid law, ordinance, rule or regulation shall be deemed to be incorporated herein.

1.2. The PURCHASER shall not be liable for any orders or amendments other than those issued or confirmed on the PURCHASER's official printed PURCHASE ORDER form or PURCHASE ORDER amendment form. No substitutions of materials or extra charges of any kind or change in, or cancellation of or exception to any of the terms and conditions of the PURCHASE ORDER will be recognized unless confirmed on the PURCHASER's official printed PURCHASE ORDER form or PURCHASE ORDER amendment form duly signed by the PURCHASER's authorized signatory. Delivery of GOODS or submission of SECURITY GUARANTEE by the SUPPLIER shall itself constitute an acceptance of the terms and conditions of the PURCHASE ORDER where acceptance has not previously been communicated to the PURCHASER.

1.3. The SUPPLIER is to be entirely responsible for the due performance of the PURCHASE ORDER and the GOODS in all respects according to the intent and meaning of the particulars. If the SUPPLIER consists of more than one person, firm or corporation, their obligation under the PURCHASE ORDER shall be joint and several.

1.4. SUPPLIER shall not sublet, transfer or assign the PURCHASE ORDER nor any part thereof, without the express prior written approval of PURCHASER other than the purchase of bought-out items as per list submitted by the Supplier normally purchased from outside sources.

1.5. In the event SUPPLIER contravenes the condition, PURCHASER shall be entitled to terminate the PURCHASE ORDER and to place the GOODS elsewhere at SUPPLIER's risk and expense, and SUPPLIER shall be liable for any loss or damage which SUPPLIER may sustain in consequence or arising out of such replacing of the GOODS.

1.6. SUPPLIER shall be responsible for supplying the GOODS in accordance with the PURCHASE ORDER. Whether stipulated in particulars or not, SUPPLIER shall, without additional charge, provide all equipment, fittings, materials, supplies and/or services which are necessary or useful for erection, commissioning and efficient operation of the GOODS provided in accordance with the PURCHASE ORDER and for full compliance of performance parameters stipulated therein.

### 2.0 SCOPE OF WORK:

2.1 The scope of work shall include design & engineering, manufacture, shop assembly, shop inspection & testing, painting at shop, packing, supply and delivery. The scope of work covers the delivery of belts on FOR EBTSL Salaya Site basis complete in all respects packing as per agreed schedule. SELLER'S scope shall also include provision of documentation in Original and required number of copies.

2.2 You will provide us your QAP immediately upon receipt of PO.

Corp. Office: Essar house, P.O. Box No. 7945, Mahalaxmi, Mumbai#400034, India.  
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PURCHASE ORDER : EBTSL/ES1/4200352467

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2.3 All Conveyor Belts must supply strictly as per our technical specification and drawings.

2.4 Total Qty. # 400 Meters Fabric Belt- 1800MM width

### 3. PRICE

3.1. The purchase order price is based on Lump sum price for entire Package, which shall remain firm till the execution of the complete order and shall not be subjected to any increase or escalation whatsoever.

### 4. INVOICING INSTRUCTIONS

4.1. Invoices shall be made out to ESSAR BULK TERMINAL (SALAYA) LIMITED (OWNER) detail as mentioned below

ESSAR BULK TERMINAL (SALAYA) LIMITED.  
44th K.M. Stone,  
Jamnagar #Okha Highway,  
Post Box No. 07,  
Taluka: Khambhalia,  
Dist. Devbhoomi Dwarka, Gujarat, India  
Pin-361305

4.2. Deliver Two copies of Invoice along with copy of L/R, challan, packing list and relevant test / guarantee / warrantee certificate to the following address within 7 Days from the date of invoice.

Commercial Department  
ESSAR BULK TERMINAL (SALAYA) LIMITED.  
44th K.M. Stone,  
Jamnagar #Okha Highway,  
Post Box No. 07,  
Taluka: Khambhalia,  
Dist. Devbhoomi Dwarka, Gujarat, India  
Pin-361305  
Attention: Arvind Mor- (GM. - Commercial)  
Telephone: 0091 2833 663851

### 4.3. DELIVERY TERMS & ADDRESS:

4.3.1. No material shall be dispatched unless a written "Dispatch Clearance Certificate" (DCC) is issued by PURCHASER or his authorized representative.

4.3.2. Delivery Period: Within 07 to 10 Days from the date of purchase order. However, supplier need to expedite the delivery as per project requirement.

4.3.3. The SUPPLIER warrants that the GOODS shall be delivered in accordance with Delivery Date(s).

4.3.4. The PURCHASER may require rescheduling of the agreed delivery dates and in such event the PURCHASER shall discuss the matter with SUPPLIER and any rescheduling will be after mutual agreement on the revised dates and other necessary changes to the PURCHASE ORDER in writing.

4.3.5. All the material must be sent on Door Delivery Basis to EBTSL,

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PURCHASE ORDER : EBTSL/ES1/4200352467

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AMENDMENT DATE:

Salaya site at below mentioned address.

ESSAR BULK TERMINAL (SALAYA) LIMITED.  
44th K.M. Stone,  
Jamnagar #Okha Highway,  
Post Box No. 07,  
Taluka: Khambhalia,  
Dist. Devbhoomi Dwarka, Gujarat, India  
Pin-361305

4.3.6. Following documents are required to be sent with material:  
\$ Delivery challan. Supplier's Original Invoice.  
\$ Original Packing List (in triplicate).  
\$ Final Inspection Release Note / Dispatch Clearance Certificate (DCC) issued by PURCHASER or his authorized representative (if applicable).  
\$ Delivery Challan and Consignee copy of Lorry receipt endorsed in PURCHASER'S favour evidencing dispatch on "Door Delivery and Freight Paid" basis (if applicable).

4.4. In absence of above documents, material will not be received at our Site and Owner will not be responsible for cost to SELLER for waiting/hold.

4.5. In case, suppliers fail to deliver materials strictly within the delivery schedule, we shall have occasion to ask them to dispatch the same by any costlier mode of transport. The entire additional expenditure involved will therefore, have to be borne by the supplier even if the order is on the basis of Ex Works / F.O.R. supplier's earliest point of dispatch and in such cases, the differential transport freight will have to be borne by supplier only.

#### 4.6. GST COMPLIANCE

4.6.1. Tax invoice shall be unloaded in the GST portal on a regular basis as and when it is submitted to us. The company reserves its right to withhold subsequent invoice amount if previous invoice not uploaded in to GSTR portal or not reflected correctly.

4.6.2. Registration Certificate obtained shall not be submitted or cancelled without depositing taxes and filling the Returns. Due intimation shall be given in case of surrendering and suo moto cancellation initiated by GST dept.

4.6.3. Applicable Good and Service Tax (SGST, CGST, IGST) Shall paid extra as per rates applicable

4.6.4. To enable us availment of Input Tax Credit (ITC) of GST or to discharge GST liability under Reverse Charge Mechanism, if applicable, the proper Invoice / Debit Note / Supplementary Invoice must be submitted containing the following details:

- Serial Number and date of Bill/Invoice /Debit note which shall not be more than 16 characters
- Full name and address of the supplier of goods and service receiver
- Clarification of Goods / Service with HSN / Service Accounting code (SAC) relevant of Goods / Service supplied

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**ESSAR**

**PURCHASE ORDER : EBTSL/ES1/4200352467**

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- d. Value of taxable supply of goods/service  
e. SGST/CGST/IGST rate  
f. Amount of SGST/CGST/IGST separately (rounded off to the nearest rupee)  
g. GST registration No of goods /Service supplier and receiver  
h. Income tax PAN  
i. Invoice details should be as per the format prescribed under GST Act.  
j. Invoice for supply of Goods shall be received only on the basis of Original for receipt of Duplicate for Transport or other prescribed document under the Act. For supply of service, Invoice should be marked A Original for Receipt  
4.6.5. Invoice / Debit Note / Supplementary Invoice shall be signed by the supplier or authorized signatory either manually or digitally  
4.6.6. If the taxable limit is below the threshold limit (presently Rs. 20 Lacs) an undertaking is required so this effect or invoice shall contain the remarks that GST is not applicable since the taxable turnover is below Rs. 20 Lacs. Whenever taxable turnover limit exceeds, necessary registration to be obtained and invoices shall be raised with applicable GST subsequently.  
4.6.7. For goods / Service attracting Reverse Charge Mechanism, GST shall not be charged and Invoice shall contain the remarks "GST payable by ESSAR BULK TERMINAL (SALAYA) LIMITED" and the amount of SGST/CGST/IGST payable thereof shall be maintained separately along with our GST No.  
4.6.8. Goods/Service supplier must submit the invoice along with supply of goods and for services within the prescribed time limit or payment received whichever is earlier. Any loss of Input Tax Credit sustained by EBTSL or interest payment made under reverse charge due to late submission of bills will be recovered from Supplier/Service Provider or GST charged in the Invoice will be deducted wherever it is not available credit. No supplementary claim for GST will be entertained subsequently.  
4.6.9. In the cases of freight payment to Transporter ((Goods Transport Agency), freight invoice shall be accompanied by Lorry Receipt or Consignment Note which should contain declaration of non-avilment on input tax Credit and should specify the person liable to pay GST as Essar Bulk Terminal Salaya Limited along with our GST No.  
4.6.10. As a pre requisite to claim input Tax Credit of the GST charged in the invoice supplier of goods / Service shall upload the invoices raised in the GST portal and fire necessary returns prescribed under GST Act and Rules thereof within the prescribed time send also remit the taxes charged in the Invoice by 20th of succeeding month  
4.6.11. If there is non-compliance of the statutory provision/requirements as mentioned above, either subsequent supplies / orders will be suspended and /or losses of input Tax Credit, Interest payable allied consequential losses etc. will be recovered along with taxes applicable. If any other from the dues payable or through separate. Debit Notes.

## 5. PACKING & FORWARDING

- 5.1. Material and equipment shall be adequately packed and protected from corrosion, loss or damage to ensure safe arrival at destination.  
5.2. Charges towards Packing, Forwarding and Loading at SELLER's end are

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included in total Order value.

## 6. TAXES AND DUTIES

6.1. All taxes, duties and local levies payable and charged by Government or local bodies of countries other than India will be borne and paid by SUPPLIER. The SUPPLIER shall submit a certificate regarding country of origin and copy of Export License, if applicable.

6.2. GST @ 18 % included in total order value

6.3. Statutory variation in taxes and duties shall be payable by the PURCHASER to the extent such variations are applicable to items to be supplied under the order, after such variations have come into effect. However, these variations will be payable for items to be delivered within contractual delivery period and will not be payable where such variations have come into effect after the delivery period stipulated in order.

6.4. Our GST No is 24AABCE9244L1ZG

## 7. TRANSPORTATION

7.1. Charges towards transportation for door delivery (Including GST) are including in total P.O. value

7.2. The GOODS shall be supplied through a reliable Transporter by suitable vehicles capable of transporting such GOODS from the place of transportation to SITE. Any approval/permission with any Government or Road Transport Authorities required prior to transportation shall be obtained by SUPPLIER and any disputes/cost/consequences arising due to non-compliance of any approval/permission required with transporter/ Government /RTO shall be to the account of SUPPLIER. GOODS are to be properly loaded, secured, lashed and dunnaged keeping safety of cargo as well as vehicles in mind, in line with the concerned regulations while the GOODS are enroute to SITE.

7.3. All GOODS shall be accepted at SITE for DELIVERY up to 15.00 Hrs of that calendar day and cargo/ consignment received up to that time shall be considered as arrived on that day. The cargo/ consignment received after 12 noon of that day shall be considered as received on the next calendar day only.

## 8. TRANSIT INSURANCE

8.1. All the material under transit is covered under a general Transit insurance, arranged by Owner.

8.2. The SUPPLIER shall provide, maintain and pay for such insurance, as will protect the GOODS and his plant, equipment, materials, tools, etc. until the GOODS are delivered in accordance with the PURCHASE ORDER, and for any insurance for his supervisory or other personnel, who may be required to travel to and work at the SITE in India for the execution of the SUPPLIER's obligations under the PURCHASE ORDER.

## 9. MONTHLY PROGRESS REPORTS

9.1. The SUPPLIER shall prepare and submit Monthly Progress Report for each month by 5th day of consequent month till all the material covered under this PURCHASE ORDER is delivered. Such monthly progress reports shall include the following and shall be submitted to PURCHASER with a copy to

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PURCHASE ORDER :EBTSL/ES1/4200352467

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respective Buyer:-

- 9.1.1. Material Status
- 9.1.2. Status of Drawing / Document Submission & Approval
- 9.1.3. Status of Sub-Orders, if any
- 9.1.4. Manufacturing / fabrication Status
- 9.1.5. Delivery Schedule / Dispatch Status
- 9.1.6. Constraints and Action Plan

## 10. INSPECTION

- 10.1. All material / equipment covered under this PURCHASE ORDER are subject to inspection by the PURCHASER / OWNER and/or their authorized representative, if required. SUPPLIER shall intimate seven days in advance for any inspection and testing.
- 10.2. Inspection of GOODS shall be carried out at your Site by our Inspector. SELLER shall, however, repair / replace the damaged / rejected GOODS to the satisfaction of the OWNER at no extra cost.
- 10.3. All material will be inspected at Stores also before certifying the quality of received goods and if any discrepancy is noticed, will be intimated too supplier for correction by way of replacement / rectification.

## 11. PERFORMANCE TEST

- 11.1. GOODS covered under the PURCHASE ORDER shall be subject to performance test, as mentioned in the Technical Specifications. Performance test shall be carried out at Supplier shop.

## 12. GUARANTEES / WARRANTIES

- 12.1. The material purchased under this PO shall have guarantee / warranty against manufacturing defect/deficiency of a period of twelve (12) months from the date of installation or 18 months from date of supply whichever occurs earlier. If repairs or replacements are done during the warrantee period, warranty will be extended/renewed for further period of 6 months from the date of such repair/replacement.
- 12.2. The SUPPLIER warrants that the quality of GOODS supplied / to be supplied under this PURCHASE ORDER shall be in accordance with the PURCHASE ORDER and the specified standards and show the utmost skill, diligence and competence in workmanship.
- 12.3. SUPPLIER warrants that such GOODS will meet the requirements of, and be in conformity with all applicable laws, rules, regulations and ordinances of the government of India, or any subdivision thereof.
- 12.4. The SUPPLIER warrants that the GOODS under this PURCHASE ORDER will be new and of recent manufacture, of specified quality and free of all defects and all malfunctions, including latent defects, and compete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and SPECIFICATIONS, and all relevant codes as applicable to the GOODS in India.
- 12.5. If any fault, defect or nonconformity is discovered by OWNER/SUPPLIER or any other Agency during the warranty period, the SUPPLIER shall take or arrange for all measures necessary to correct, or have corrected, any and

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all defects, or to replace or have replaced the defective parts (the decision regarding replacement/repair shall be PURCHASER#s discretion) with the greatest diligence and at the SUPPLIER#s expense to the full satisfaction of OWNER. The SUPPLIER shall also provide supervision as required and accept charges for the dismantling and re-assembly of work on SITE. All transport costs for the parts to be repaired or replaced will be paid by the SUPPLIER.

12.6. Failing prompt and sufficient action on the part of the SUPPLIER, PURCHASER reserves the right to effect or arrange for all of the necessary work at the SUPPLIER#s risk and expense. PURCHASER shall have the right to recover such costs from the SUPPLIER.

## 13. VALIDITY OF PRICES

13.1. The prices of GOODS covered under this PURCHASE ORDER shall be valid for additional quantities by way of amendment(s) or fresh PURCHASE ORDER(S) for a period of ONE (1) year from the date of issue of this PURCHASE ORDER.

## 14. MATERIAL REJECTION

14.1. If this OWNER finds that materials supplied are not of the contracted quality or not according to the specification required by the OWNER or received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the OWNER shall be the sole judge, the Company is entitled to reject the material cancel the contract and buy its requirements in the OPEN MARKET against the deposit and recover the loss if any, from the SELLER reserving always to itself the right to forfeit the deposit placed by the SELLERS for the due fulfillment of contract. Where no standard is specified supplies to Indian standard specifications must be made. Local SELLER shall immediately remove the rejected materials, and in the case of outside SELLERS shall remove the material within 10 days from the date of intimation sent by OWNER, at their cost in all respect. However even within 30 days from the date of intimation of rejection, if the material is not removed. OWNER will be free to dispose off the material free of cost to any party and expenses if any incurred for disposal shall be payable by the SELLER.

## 15. PAYMENT TERM

15.1. 1000% advance of against proforma invoice along with order.

## 16. POST ORDER COORDINATION/COMMUNICATION PROCEDURE

16.1. The Buyer for this job is

Name: Mr. Arvind Mor

Mail Id: amor@essarport.co.in

Mobile. +91 9909908480

Phone: 02833 663851

16.2. SELLER shall send all commercial related correspondence, immediately for approval, at the following address: -  
M/S ESSAR BULK TERMINAL (SALAYA) LIMITED.  
(Commercial Department)

Corp. Office: Essar house, P.O. Box No. 7945, Mahalaxmi, Mumbai#400034. India.  
Phone : (91-22) 66601100 / 40011100 fax: (91-22) 66669512 / 24954310 Visit us at [www.essar.com](http://www.essar.com)

# ESSAR BULK TERMINAL (SALAYA) LIMITED

44 KM STONE, JAMNAGAR-OKHA HIGH WAY, POST BOX NO. 07, KHAMBHALIYA, INDIA, PIN # 361305.



**PURCHASE ORDER : EBTSL/ES1/4200352467**

PO DATE : 04.11.2025

AMENDMENT No : 0

AMENDMENT DATE:

Post Box No. 07,  
44th K.M. Stone,  
Jamnagar #Okha Highway,  
Taluka: Khambhalia,  
Dist. Devbhoomi Dwarka, Gujarat, India

Attention: Arvind MOR # GM -Commercial

Telephone: 0091 2833 663851

16.3. Within one week of dispatch of the GOODS, SELLER is required to submit (where ever applicable) 3 Sets of the FINAL/ as-built documents, ONE ORIGINAL Set and 2 Copies / 3 ORIGINAL Sets, for our records including all Factory/Batch Test Certificates, Warranty Certificate, Certificate of Conformity, Third Party Inspection (TPI), Release Notes, Manufacturing Record Books (MRBs) at the address mentioned above.

16.4. Payment shall be subject to receipt of the above final documents.

## 17. PROPERTY AND RISK

17.1. The GOODS shall become the property of the PURCHASER either:

# When the GOODS have been delivered at the delivery point specified in the PURCHASE ORDER or

# When a progress payment has been made in respect of the GOODS prior to aforesaid delivery.

# In either event the risk in the GOODS shall remain with the SUPPLIER until the GOODS are delivered to the PURCHASER at the point specified in the PURCHASE ORDER.

## 18. ROYALTIES AND PATENTS

18.1. The SUPPLIER represents and warrants:

# That the GOODS provided under the PURCHASE ORDER and the sale or use of them does not infringe, directly or indirectly, on any patent, copyright or trademark, foreign or domestic owned or controlled by any third party and

# That the SUPPLIER shall at its, own expense, defend, indemnify and hold PURCHASER and its subsidiaries and associated companies harmless from and against any and all present and future claims, based on or arising out of any alleged or actual infringement thereof, and

# That the SUPPLIER will promptly pay, on PURCHASER's demand all losses, expenses, costs, damages, liabilities and judgment suffered or incurred by PURCHASER arising from said claims and / or infringement, without any limitations or restrictions.

## 19. VENDOR MANUALS

19.1. The SUPPLIER shall provide Erection/Commissioning, operating and Maintenance instruction manuals as specified in the PURCHASE ORDER.

## 20. LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY

20.1. In the event the SUPPLIER fails to deliver the GOODS in accordance with Delivery Date (s), PURCHASER reserves the right to

# Recover from the SUPPLIER as LD any amount up to the maximum amount as

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provided in the PURCHASE ORDER.

# Purchase elsewhere, without notice to SUPPLIER at the risk and cost of the SUPPLIER, either all the materials or the balance materials yet to be supplied.

# Cancel the PURCHASE ORDER or the portion thereof in default, and if so desired, to purchase the defaulted materials elsewhere at the risk and cost of SUPPLIER.

## 21. FORCE MAJEURE

21.1. Any delay in or failure of performance of this PURCHASE ORDER by either party hereto, shall not constitute defaults by such party or give rise to any claim for damages, if, and to the extent of such delay or failure of performance is caused by acts of God, war, invasions, revolution, civil commotion, flood, severe earthquake, typhoon, cyclones, plague and epidemic.

21.2. The Force Majeure referred to above shall not be extended to cover the SUBSUPPLIER's work.

21.3. The party so affected by an event of Force Majeure shall notify the other party of the occurrence thereof within fifteen (15) days of its commencement, specifying the matter constituting Force Majeure and with evidence of its adverse effect on performance of the PURCHASE ORDER.

21.4. Except as provided below, neither party shall by reason of any event of Force Majeure be entitled to terminate this PURCHASE ORDER, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance.

21.5. Notwithstanding anything to the contrary stated herein, PURCHASER shall have the right prior to the end of the event Force Majeure, to terminate the PURCHASE ORDER without compensation to SUPPLIER if the PURCHASE ORDER is suspended or likely to be suspended by the occurrence of Force Majeure for a period of more than sixty (60) days. In such an event the parties shall within the shortest time possible, meet to examine the incidence of the said occurrences and fix the conditions to fulfill the PURCHASE ORDER. In any event SUPPLIER will not be entitled to claim an increase in PURCHASE ORDER Price on this account. Failing agreement, the party other than the one prevented from fulfilling its obligations, shall have the right to terminate the PURCHASE ORDER.

21.6. The obligations affected by a case of force majeure shall be automatically adjusted for a number of days equal to the period of the delay resulting from the Force Majeure.

## 22. TERMINATION

22.1. PURCHASER may, terminate this PURCHASE ORDER by giving the written notice, if material manufacturing is not started by SUPPLIER as per scheduled date without any cost implication on PURCHASER.

22.2. If the SUPPLIER is in breach of any provision of the PURCHASE ORDER, then PURCHASER may, by giving the SUPPLIER written notice, forthwith terminate this PURCHASE ORDER and take possession of GOODS, relating to this PURCHASE ORDER. In such case PURCHASER shall have the right to recover additional costs incurred to procure similar GOODS and without

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prejudice to any other remedy available under the PURCHASE ORDER.

## 23. ARBITRATION

23.1. Any claim dispute or controversy arising out of or relative to this AGREEMENT, the activities performed hereunder, or the breach hereof, which within a reasonable time from receipt of first notice of the existence of such claim, dispute or controversy cannot be satisfactorily settled by mutual understanding between the parties, shall, whether or not both parties agree that such claim dispute or controversy exists, to be finally settled by arbitration at the request of either of the parties hereto.

23.2. The arbitration shall be conducted by a panel of three (3) arbitrators with one (1) arbitrator being selected by PURCHASER and one (1) arbitrator selected by the SUPPLIER and the third selected by the two (2) arbitrators.

23.3. The venue of arbitration shall be Jamnagar judicial jurisdiction for both foreign and Indian SUPPLIERS.

23.4. Such arbitration shall be conducted in the English language and in accordance with the rules of conciliation and arbitration of the Indian Chamber of Commerce for Indian suppliers.

23.5. The arbitration award shall be final and binding on the parties. Judgment thereon may be entered in any court having jurisdiction thereof for enforcement.

23.6. Responsibility of payment for all costs of arbitration, excepting counsel fees, shall be included in the arbitral judgment.

23.7. Neither party to this AGREEMENT shall take any action or steps which will hinder, delay or otherwise interfere with the commencement of, or proceedings, in arbitration and hinder delay or otherwise interfere with the works, delivery of the GOODS or the PROJECT to the extent possible.

23.8. Each party renounces all indirect, special and consequential damages such as those arising from shortfall in production and/or profit.

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## **Ethics Helpline**

Essar Bulk Ter(Salaya) Ltd is committed to adhere to ethical and legal conduct of business operations, including the measures against conflict of interest situations and corporate fraud, corruption and encourages its third parties or customers to report any instances of actual or suspected unethical or improper conduct via the Hotline, a whistle blower may get in touch by using any one of the following hotline whistle-blower channels, especially created for this purpose:

- a. Complaints can be filed by calling our toll free number  
- 18002039313 (valid in India)
- b. Complaint can be filed through official website #  
essar.ethicshelpline.in
- c. Complaint can be sent on post by email at [essar@ethicshelpline.in](mailto:essar@ethicshelpline.in)
- d. Letter to be sent on post box no 71, Sub PO, Plot no D, 6/14, dlf  
Qutub Enclave, DLF phase 1, Gurgaon-122002

Above is not a mechanism for redressing any issues relating to performance or non-performance of the purchase order. No cognizance of such issues will be taken if raised on hotline Whistle-Blower Complaint Channel nor be treated as a valid service or communication of any notice / fact under the purchase order.