



**PREAMBLE**

This Contract made and entered into this day of 10<sup>th</sup> March 2005 by and between M/s Dwarikesh Sugar Industries Ltd, having its Registered Office at Dwarikesh Nagar, Tehsil Nagina, District Bijnor and Corporate Office, 511, Maker Chambers V, 221, Nariman Point, Mumbai - 400 021, hereinafter referred to as the PURCHASER which expression will unless repugnant to the context or contrary to the meaning thereof, include its executors, administration successors and permitted assigns of the one part.

**AND**

M/s Texmaco Limited, having their Registered Office at Belgharia, Kolkata - 700 056 hereinafter called the SELLERS, which expression will unless repugnant to the context or contrary to the meaning thereof include its executors, administrators, successors and permitted assigns of the other part.

Whereas the Purchaser has a Sugar Plant at Dwarikesh Nagar, District Bijnor and proposes to install two new 60TPH, 45 Kg/cm<sup>2</sup> boiler in its new sugar unit at **Dwarikesh Puram, village - Bahadarpur, Tehsil - Dhampur, District- Bijnor in the State of Uttar Pradesh.**

And whereas the supplier has agreed to design, manufacture and supply two Nos. 60 TPH Bagasse fired Boiler along-with its auxiliaries in accordance with the general & technical terms & conditions hereinafter set forth.

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*[Handwritten signature]*

*[Handwritten signature]*

Now, therefore the parties have agreed as follows:-

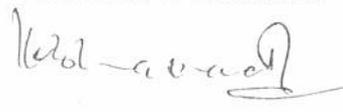
**ARTICLE - 1**

**A] EXPRESSION & MEANING FOR THE CONTRACT:-**

In constructing the contract, the following words will have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such meaning.

1. The Seller will mean M/s Texmaco Limited, having their Registered Office at Belgharia, Kolkata - 700 056, who have agreed to manufacture and supply two nos. 60 TPH, 45 Kg/cm<sup>2</sup> Boiler along-with accessories as specified in the technical specification herein attached for DWARIKESH SUGAR INDUSTRIES LIMITED.
2. The Purchaser will mean Dwarikesh Sugar Industries Ltd, having its Registered Office at Dwarikesh Nagar, District Bijnor, and their legal representative, successors and permitted assigns.
3. Consultants will mean the Purchaser's authorised representative who have been appointed as consultants or such other agency as may be appointed from time to time.
4. Sub-contractor will mean the person, body or organization to whom any part of the work has been sublet by the Seller.
5. Site will mean the site of **Dwarikesh Sugar Industries Ltd, Dwarikesh Puram, Village - Bahadarpur, Tehsil - Dhampur, District Bijnor (U.P.)**.
6. Contract will mean this agreement read together with all relevant reference including letter of intent (purchase order), minutes of meeting between Purchaser and Sellers.
7. Plant will mean and include equipments, machinery and materials to be supplied by the Seller as detailed in Annexure-I forming part of this contract.
8. Service will mean and include such of the service to be rendered by the Seller as are required under the contract.
9. Delivery will mean the delivery of the materials by the Seller.
10. Specification will mean the specification referred to in the contract and such other schedules and drawings as may be mutually agreed upon.
11. Inspector will mean the person or persons as may be duly authorised and appointed in writing by the Purchaser to act as inspector for the purpose of contract.
12. Tests will mean such test, as are prescribed by statute or by mutual agreement between Purchaser and Seller which need to be carried out before the materials are dispatched from Sellers/Vendors works and also in the installation site as the case may be.
13. Commissioning of Steam Generating Plant will mean floating of safety valves.
14. Performance test will mean the test to be conducted to establish the guaranteed performance of the boiler as detailed in Annexure-I.
15. Complete crushing Season shall mean sugarcane-crushing season not less than 110 days.
16. Sugar off-season shall mean a period between two successive crushing season and generally extending for the period June to October every year.
17. Contract Price will mean the total amount payable to the Seller in accordance with the terms of this contract.



18. Codes will mean the applicable codes / rules of the Indian Boiler Regulation (IBR) for Boiler in particular and other standards like IS, BS etc for various other equipments.
19. Vendors will mean the other suppliers on whom the seller place orders for bought out items.
20. Herein / Hereof, Hereto and any similar expression wherever used in the Contract will relate to the whole of the Contract and not to the particular paragraph along where it is contained unless the context otherwise specifically stated.

**ARTICLE - 2**

**CONTRACT VALUE AND TERMS AND PAYMENT**

**PRICE**

Subject to other terms and conditions contained in these presents, the Purchaser will pay to the Seller following price:-

Basic Price of 2 nos. Boiler of 60 TPH capacity	Rs. 990 Lacs
Supervision of erection and commissioning	Nil
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Total	Rs. 990 Lacs
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The contract price indicated above is inclusive of packing and forwarding charges, Custom duty if any, but exclusive of Excise duty, Sales tax and Freight only. Applicable statutory forms wherever required, will be issued by the Purchaser to the Seller. The contract price is firm and fixed till the completion of the contract. The seller shall provide supervision for erection and commissioning of the plant free of cost.

**TERMS OF PAYMENT :**

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

1. Rs. 9.90 lacs (Rs. Nine lacs ninety thousand only) being first 1% advance on signing of this contract against the Bank Guarantee for the equivalent amount.
2. Rs. 89.10 Lacs (Rs. Eighty nine lacs ten thousand only) being second 9% on submission of supply, erection and commissioning schedule, main Boiler Load data drawings a checklist / time schedule of placement of orders for the bought out items, approved billing schedule, approved deliver schedule and advance bank guarantee of the equivalent amount.
3. Rs. 198 Lacs (Rs. One cror ninety eight lacs only) being third 20% advance against submission of Bank Guarantee and on submission of un-priced copies of the orders and confirmation of the same from the supplier of major bought-out items as listed below.

1. Boiler Quality plates and tubes.
2. All Fans
3. Electrical feed Pumps
4. Motors and Fans
5. Safety Valves
6. High Pressure valves and other mountings
7. Air Heater Tubes

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

) Forced Draught Fan : 1 No.

The FD fan will be designed for a minimum discharge capacity of 25% higher than the theoretical air required at 40°C and head 200 mm WG at rated MCR. Fan discharge capacity will be approximately 30 M<sup>3</sup>/Sec. and RPM will be 1450. Variable inlet vane control dampers in the suction of the F. D. Fan will be provided. The fan will be simply-supported type.

Drive for Induced Draught Fan :

The FD Fan will be driven by Constant Speed TEFC Slipring Motor of four pole along with necessary Starter.

) Secondary Air Fan : 1 No.

The Secondary Air Fan with suitable capacity to minimum 3.0 M<sup>3</sup>/Sec. and 760 mmWG head will be provided along with TEFC Sq. Cage Motor of 4 Pole and Starter. Fan will be simply supported type. Motor will of minimum of 1440 rpm.

) Pneumatic Spr. Fan : 1 No.

The Pneumatic Spreader Fan with suitable capacity subject to minimum 4.4 M<sup>3</sup>/Sec. and 760mmWG head will be provided along with TEFC Sq. Cage Motor of 4 Pole and Starter. Fan will be simply supported type. Motor will of minimum 1440 rpm.

Direction of rotation for all fans should be same for both boilers.

Boiler Instruments :

The instrumentation and control ( PLC/DCS based-Rockwell make-Flex logix series-L34) would be as follows :

A panel of instruments for the boiler for mounting the following instruments complete with necessary pipes, cabling between panel and the points of measurement shall be provided. Panel Depth should be min 1500 mm.

Steam flow meter of with integrating.

Pressure gauges for boiler and superheater. One additional pressure gauge shall be provided at the fire floor level.

Multi-point draft guage outfits.

Multi-point temperature indicator outfits for indicating the temperature of steam, feed water, flue gases at the boiler outlet, economiser outlet, air heater outlet, air temperature at air preheater outlet, water temperature at economiser inlet and outlet.

Water flow meter of indicate with totalizers type for boiler feed water line.

Deaerator automatic level and pressure control.

Feed water outlet pressure gauge for boiler feed water pumps.

Remote water level indicator 2" display for boiler to indicate the water level in the steam drum and visible from the boiler operating position(digital type).

0. Drum level control through PLC and three element drum level controller standby both with auto manual station.

1. Drum level-transmitter- both side one of for PLC and one for local indicator (2" LED)

with hooter.

2. Auto combustion control with auto manual station.

3. Deaerator pressure & level control with auto manual station.