



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AK 319827

**SUPPLY CONTRACT**

**THIS CONTRACT is made on this day of 28<sup>th</sup> January' 2021**

**BETWEEN**

M/s. M/s Shree Ganesh Edibles Private Ltd, Khanna, Punjab a Company incorporated under the Companies Act, 1956, having their registered office at S. NO. 25, New Grain Market, Khanna, Pincode- 141401 in the State of Punjab, which expression shall unless repugnant to the subject or context include its legal representatives, administrators, or permitted assigns, (hereinafter referred to as "PURCHASER") of the one part.

**AND**

M/s. Isgec Heavy Engineering Limited, an existing Company under the Companies Act, 1956, having its Registered Office at Yamunanagar- 135 001, Haryana and Corporate Office at A-4, Sector- 24, Noida - 201 301, (U.P.), which expression shall unless repugnant to the subject or context include its legal representatives, administrators or permitted assigns (hereinafter referred to as "SELLER") on the other part.

1

For Shree Ganesh Edibles Pvt. Ltd.

*Garg*  
Director/Auth.Sign.



8820 16-1-2021

ਰਜਿਸਟਰ ਨੰ.....ਤਾਰੀਖ.....ਦਿਏ.....1. ਕੰਮ

ਨਾਮ.....ਪਤਾ.....ਵਸਤੀ.....

ਬਲਾਕ.....

ਗੁਰਪ੍ਰੀਤ ਸਿੰਘ ਮਾਸਟਰ ਕਰੋੜ

ਖੇਡ

104

ਕਾਨੂੰ

ਮੁ





**WHEREAS** the PURCHASER intends to purchase plant, machinery, equipment, materials and goods to be supplied by the SELLER in connection with one no. 75 TPH Paddy Straw fired Vibrating Grate Boiler required by the PURCHASER for their Plant at Khanna, Punjab

**AND WHEREAS** the SELLER is willing to undertake the design, engineering, manufacture, procurement and supply of the machinery and equipment for above said one No. 75 TPH, 95 Kg/cm<sup>2</sup> (g), 540 +/- 5 Deg. C, Paddy Straw fired Vibrating Grate Boiler according to the specifications given in Technical contract forming part of this Contract, had submitted their offer bearing Ref. No: **BWSC 160024-9700001** dated 14.01.2021 which, after mutual discussions on 14<sup>th</sup> Jan, 2021 has been accepted by the PURCHASER on the terms and conditions hereinafter appearing.

**AND WHEREAS** the Contract Price hereinafter mentioned is based on the SELLER'S undertaking to supply the machinery and equipment for the said Boiler plant in such a manner so as to be suitable for erection by the PURCHASER or his nominated Erection Contractor to make the Boiler Plant ready for Commissioning within Thirteen months from the effective date of contract and if the SELLER fails to do so for the reasons attributable to it, the SELLER shall pay liquidated damages as hereinafter provided as per terms of the contract.

**NOW THEREFORE THE PARTIES HERETO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS**

**1.0 DEFINITIONS**

**1.1 CONTRACT**

"CONTRACT" shall mean this Agreement dated 28<sup>th</sup> January'2021 signed between the PURCHASER AND SELLER along with its Annexures.

**1.2 PURCHASER**

"PURCHASER" shall mean M/s M/s Shree Ganesh Edibles Private Ltd, Khanna, Punjab

**1.3 SELLER**

"SELLER" shall means Isgec Heavy Engineering Ltd., A-4, Sector - 24, Noida- 201 301. (Uttar Pradesh)

**1.4 MACHINERY, EQUIPMENT "PLANT" AND "GOODS"**

"MACHINERY, EQUIPMENT" "PLANT" AND "GOODS" shall mean the machinery, apparatus, materials, equipment and all things to be provided

by the SELLER for the due performance of the Contract as stipulated in Technical Annexures.

**1.5 EFFECTIVE DATE OF CONTRACT**

"EFFECTIVE DATE OF CONTRACT" shall be 14th Jan'21

**1.6 SPECIFICATIONS**

"SPECIFICATIONS" shall mean the detailed technical specifications and design parameters of the machinery and equipment as mentioned in Technical Annexures.

**1.7 COMMISSIONING**

"COMMISSIONING" shall mean floating of Safety Valve.

**1.8 SITE**

"SITE" shall mean the site of M/s M/s Shree Ganesh Edibles Private Ltd, Khanna, Punjab, where the machinery and equipment supplied by the SELLER, will be erected and commissioned by the PURCHASER or their nominated Erection Contractor.

**2.0 SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS (Part of Contract)**

- 2.1 Introduction as per S. No - 1 hereto (Pg. 4 to 6)
- 2.2 Scope of supply as per S. No -2 hereto (Pg. 7 to 9)
- 2.3 Performance data as per S. No - 3 hereto (Pg. 10 to 15)
- 2.4 Fuel feeding system as per S. No - 4 hereto (Pg. 16 to 20)
- 2.5 Water cooled Vibrating Grate as per S. No - 5 hereto (Pg. 21 to 23)
- 2.6 Flue gas coolers & Air pre heaters as per S. No - 6 (Pg. 25)
- 2.7 Air & Flue gas system as per S. No - 7 (Pg. 26- 27)
- 2.8 Boiler pressure parts as per S. No - 8 (Pg. 28 to 32)
- 2.9 Soot Blowing system as per S. No -9 (Pg. 33)
- 2.10 Ash & Slag handling as per S. No - 10 (Pg. 34)
- 2.11 Bag house filter & Fly ash system as per S. No- 11 (Pg. 35)
- 2.12 Steel Structures & Loads as per S. No - 12 (Pg. 36- 37)
- 2.13 Electrical Equipment as per S. No 13 (Pg. 38)



- 2.14 Instrumentation as per S. No 14 (Pg. 39 - 40)
- 2.15 Battery Limits as per S. No - 15 (Pg. 41)
- 2.16 General as per S. No 16 (Pg. 42)
- 2.17 Appendices including Sub Vendor list as per S. No 17 (Pg. 44)

Sub Vendor list and other appendices forming part of the contract

### 3.0 **CONTRACT PRICE**

- 3.1 Contract Price agreed for designing, engineering manufacture, procurement and supply of the goods upto site, including packing, forwarding and freight upto the Site including transit insurance and unloading at Khanna site is **Rs. 3200 Lacs** (Rupees Thirty Two Crore only).
- 3.2 Above price does not include any GST or other taxes, duties, custom duties and levies which will be payable by the PURCHASER extra at actual. Any variation of existing structure of GST or other taxes or imposition of new taxes shall also be to the account of PURCHASER.
- 3.3 The above mentioned Contract Price shall remain firm and fixed and shall not be subject to any escalation, till the scheduled date of delivery. However, if the scheduled delivery period gets extended due to reasons not attributable to the SELLER, the SELLER shall be entitled to escalation in Contract Price as may be mutually settled between the PURCHASER and SELLER.

The SELLER shall submit to the PURCHASER GST compliant invoices and any other document required in respect of the goods supplied by the SELLER to the PURCHASER along with each consignment or in a timely manner so that the PURCHASER does not loose input credit for lack of documents from the SELLER.

### 4.0 **TERMS OF PAYMENT**

- 4.1 The PRCHASER agrees to pay to the SELLER the Contract Price of **Rs. 3200 Lacs** (Rupees Thirty Two Crore Only) in the following manner for the supply of machinery and equipment.
- 30% of the contract price as an advance along with order. However Isgec will submit the Corporate Guarantee for the same amount valid till completion period.
  - 30% of contract Price as 2nd advance against submission of General arrangement drawing, P&IDs and un-priced purchase order copies of major bought out items, namely tubes, headers & BQ plates

For Shree Ganesh Edibles Pvt. Ltd.

*Parg*  
Director/Auth.Sign.





- 40% of supply value along with 100% applicable taxes & duties shall be paid within 7 days of receipt of materials at site. SELLER will submit the PBG of 10% of contract price valid till warranty period.
- 4.2 All payments shall be released in favor of the SELLER by way of an account payee cheque / RTGS payable at New Delhi on at par basis. No deductions shall be made from above payments unless otherwise provided under the Contract.

## 5.0 CORPORATE GUARANTEE / BANK GUARANTEE

SELLER shall furnish following Bank Guarantees to the PURCHASER:-

- Corporate Guarantee to secure advance equivalent to Rs. 1100 Lacs valid up to the schedule date of completion of supplies. This guarantee will be automatically adjusted and reduced with the progress of delivery of machinery and equipment.
- Performance Bank Guarantee in respect of Performance of Equipment equivalent to 10% of basic Order Value valid up to the end of the warranty period.
- Cost of revalidation of B.G. shall be borne by the defaulting party responsible for such extension.

## 6.0 DELIVERY

The SELLER shall dispatch the Machinery, Equipment and Goods as per the scope of supply in a manner to enable the PURCHASER / PURCHASER's erection contractor to Commission the Boiler on or before 15<sup>th</sup> Feb'22. This is, however, subject to Force Majeure and fulfillment of obligations on time by the PURCHASER under the contract.

## 7.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY

- 7.1 In the event of delay in Commissioning of the Boiler beyond the scheduled date of its Commissioning and any extended for which the SELLER is entitled under the Contract, for the reasons attributable to the SELLER, the SELLER shall pay to the PURCHASER liquidated damages at the rate of 0.5% of basic Contract Price per completed week of delay subject to a maximum of 5% of basic Contract Price. However LD will be applicable after a 1<sup>st</sup> March'22.
- 7.2 These liquidated damages shall be the exclusive remedy for the PURCHASER in the event of any delay in Commissioning of the Boiler beyond its scheduled date of Commissioning by the SELLER for reasons attributable to the SELLER.

## 8.0 PROPERTY IN GOODS



8.1 The Title, Ownership and Property in respect of each item of Machinery and Equipment shall pass on to the PURCHASER (on ex-works basis) once each item of the Machinery and Equipment is handed over by the SELLER to the transporter for onward dispatch to the PURCHASER in respect of own-manufactured items of Machinery and Equipment and on handing over to the Transporter along with endorsement of Transport Receipt by the SELLER in favor of the PURCHASER in case of dispatches by SELLER's Sub-Contractors. Provided always that the SELLER shall have a particular possessory lien on the Machinery and Equipment to the extent of the value of the Machinery and Equipment remaining to be realized from the PURCHASER.

8.2 All risks in the goods shall pass on to the PURCHASER in accordance with the responsibility of taking transit insurance policy by a party. If transit insurance is to be taken by the PURCHASER then all risks shall pass on to the PURCHASER on Ex-works basis and if transit insurance to be taken by the SELLER then all risks shall pass on upon delivery of goods at the Site.

#### 9.0 **EXCESS MATERIALS**

9.1 This contract is for the supply of the Machinery and Equipment as specified, along with all their accessories and axillaries and the SELLER shall supply all the equipment and material required for this purpose. Any excess material over and above this requirement supplied by the SELLER and Scrap shall be taken back by the SELLER after the Commissioning of the boiler by PURCHASER/PURCHASER's erection contractor.

#### 10.0 **PRICE BREAK-UP**

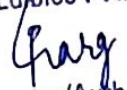
The SELLER shall furnish within one month from the date of signing of this Contract or within the period agreed otherwise in the Contract a Delivery Schedule along with an item wise Billing Break up for purpose of invoicing against dispatch of machinery, equipment and goods together with the month-wise grouping of terms in accordance with the Delivery Schedule which the SELLER expects to dispatch to enable the PURCHASER to plan their cash flow for the project.

#### 11.0 **TECHNICAL MANUALS, DRAWINGS AND DOCUMENTS**

11.1 The SELLER shall submit drawings and documents as per mutual discussions.

11.2 PURCHASER shall approve the drawings/documents, wherever required, within 7 days of receipt of the same unless further clarifications are desired, to be obtained from the SELLER. The documents /drawings as the case may be, shall be deemed to be approved unless the PURCHASER has given a written notice about his objections within 7 days of their receipt to the SELLER.

For Shree Ganesh Edibles Pvt. Ltd.

  
Director/Auth. Sign.





11.3 Although the civil works and civil engineering is in the scope of the PURCHASER, the SELLER shall provide the necessary basic load data for the civil engineering, within 45 days of receipt of full advance by the SELLER.

11.4 Apart from submission of various drawing and documents on completion of the supplies, the SELLER shall submit to the PURCHASER one complete bound set of reproducible and soft copy of as built general agreement drawings.

#### 12.0 PACKING & MARKING DETAILS

All Machinery, Equipment and Goods shall be suitably packed and protected to prevent damage thereto during transportation, wherever required. The marking on packages and cases, wherever they are packed in cases, shall be as follows:-

- (i) Place of destination
- (ii) Consignor
- (iii) Consignee
- (iv) Gross weight
- (v) Net weight
- (vi) Package /Case No.

All above markings will be in English language.

#### 13.0 TRANSIT INSURANCE RISKS

13.1 The Seller shall take a Transit Insurance Policy to cover comprehensive transit risks during transportation of the machinery and equipment before commencement of dispatches. A copy of the Insurance Certificate shall be made available to the PURCHASER prior to dispatch of any item.

13.2 In the event of any loss, theft or damage to the machinery or equipment or goods during transit, all claims shall be directly realized by the SELLER from the insurance company. The SELLER shall arrange for the replacement / repair of the item within a reasonable period of time depending on the type of loss and the time required for its manufacturing and supply.

13.3 All other insurances including site storage & erection insurance will be in Purchaser scope.

#### 14.0 TRIAL RUNS AND PERFORMANCE TEST

14.1 The Erection Contractor shall carry out trial run for 3 days and Reliability test run of the plant within 30 days of Commissioning. In case the Trial Operation is interrupted, beyond two (2) hours, for the default of the SELLER it will be repeated again from the beginning, after modification / adjustments / verifications by the SELLER.

For Shree Ganesh Edibles Pvt. Ltd.  
  
Director/Auth. Sign.





- 14.2 After completion of Commissioning by the Erection Contractor of the PURCHASER, the Performance Test will be conducted by the PURCHASER'S Erection Contractor in the presence of representatives of the SELLER within one month from the date of Commissioning.
- 14.3 However, if the test cannot be carried out within one month of Commissioning due to reasons attributable to PURCHASER, it shall be carried out within 4 months of the date of Commissioning. If this is also not possible due to reasons not attributable to SELLER the performance test shall be automatically deemed as passed.
- 14.4 In the event the Performance Test takes place within the specified time, once the performance parameters (i. e. Thermal efficiency, Steam flow at rated pressure and Temperature) have been achieved during the conductance of the test, the test shall be said to be completed. In case guaranteed performance parameters could not be achieved during the test for the reasons attributable to the SELLER, the SELLER shall undertake needful corrections at its own costs and the test shall be repeated till threshold guaranteed parameters are achieved. The PURCHASER shall issue a Certificate within 10 days of the successful conductance of the performance test.
- 14.5 During the Commissioning, Trial Run and Performance Test or retests, all necessary fuels, Power, DM water, chemicals, manpower and other inputs & utilities shall be made available by the PURCHASER free of cost.

#### 15.0 INSPECTION AND TESTING

- 15.1 The authorized representative of PURCHASER and/or the third party inspector designated by the PURCHASER shall have at all times during normal business hours, access to SELLER'S manufacturing works to inspect and to participate on scheduled tests of machinery and equipment during and after the manufacture if required by PURCHASER. If machinery and equipment or parts thereof are manufactured in other works, SELLER shall obtain for PURCHASER's representative and /or the third party inspector, permission to inspect and to participate on scheduled tests as if the same was manufactured in SELLER'S own works.
- 15.2 PURCHASER shall bear all expense /charges of his representative and/or third party inspector.
- 15.3 List of items which may require pre-dispatch inspection shall be mutually agreed by the parties. In such cases, the SELLER shall give written notice to PURCHASER at least 7 days before any item of machinery and equipment is ready for inspection and testing. In case PURCHASER'S representative is not present at the inspection and testing at the stipulated date, SELLER shall then be authorized to carry out the inspection and testing and keep the report of the same and proceed with



the dispatch. The copy of the inspection report shall however be forwarded by the SELLER to the PURCHASER if required by PURCHASER.

- 15.4 It is understood that the inspection and testing stated above shall not in any way release SELLER from his obligation under this contract.
- 15.5 The details of the sub-suppliers and their work place shall be provided by the SELLER to the PURCHASER after finalizing major contracts with the sub-suppliers, so as to enable the PURCHASER to schedule their inspection.

**16.0 STATUTORY APPROVAL**

The SELLER shall be responsible for the statutory approval for all equipment manufactured under the scope at their works or at their sub-contractors works. However, all the approvals required at the Site shall be taken by the PURCHASER except in a case of IBR approvals. Both the parties shall extend its supports to each other for seeking such approvals. The provisional order (PO), issuance for the Boiler supplied, from the office of Chief inspector of Boiler, would be the responsibility of the "Seller".

**17.0 WARRANTY**

- 17.1 The SELLER warrants that the Machinery and Equipment will be new and in accordance with the specifications and that they shall be free from defects in design, material and workmanship.
- 17.2 All Machinery and Equipment shall be of first class material and workmanship and manufactured by following engineering practices. The Machinery and Equipment will be guaranteed by the SELLER against faulty design, material and improper workmanship for a period of 12 (Twelve) months from the date of Commissioning of the Boiler or 18 (Eighteen months) from the date of last dispatch of the Equipment/Material necessary for the Commissioning, whichever is earlier. Any part found having manufacturing defects due to improper design, material or workmanship during this warranty period, the PURCHASER shall promptly notify such defect to the SELLER, the SELLER shall rectify or replace free of cost/charge such Machinery and Equipment within reasonable period of the intimation by the PURCHASER. In case the SELLER does not respond to the PURCHASER's request for repairs / replacement under warranty clause, the PURCHASER upon due service a notice to the SELLER can carry out the necessary repairs and reasonable cost of such repairs / replacements shall be reimbursed by the SELLER. Repaired/replaced work shall carry warranty for six months from the date of such replacement/repair or remaining warranty period whichever is later.
- 17.3 The SELLER's obligation against the above clause shall be limited to repairing or at SELLER's option, replacing the defective part. Where such





repairing or replacement is to be carried out at the PURCHASER's site, the PURCHASER shall arrange for necessary shut-down and provide other facilities to enable the SELLER to repair or replace the defective part promptly. The defective part(s) replaced, if any, shall be the property of the SELLER and the SELLER shall be permitted by the PURCHASER to take these back.

17.4 The acceptance of the Machinery and Equipment by the PURCHASER shall in no way relieve the SELLER of his obligations under this clause.

17.5 In the case of the defective parts not repairable at PURCHASER's site but essential in the meantime for the commercial operation of the Machinery and Equipment, the SELLER and the PURCHASER shall mutually agree on a programme of replacement or removal which will minimize the interruption of the operation of the equipment.

17.6 The SELLER's obligations under Clause 17.1 to 17.5 shall cease forthwith:

(a) If the PURCHASER has not operated the Machinery and Equipment according to generally accepted Industry practices and in accordance with the conditions of operation as specified by the SELLER in its O & M Manuals.

(b) If the PURCHASER has not notified the SELLER in writing as soon as any defect occurred.

(c) If the Machinery and Equipment is spoilt or becomes defective for reason not attributable to SELLER, such as due to PURCHASER's fault or due to fire, flood, earthquake, other Acts of God and natural hazards, accidents and damage from other equipment of the PURCHASER.

(d) In cases of normal wear and tear.

17.7 The PURCHASER's exclusive remedy and the SELLER's sole obligations shall be those stated herein and that too subject to receipt of all contractual payments by the SELLER. There are no other warranties whether expressed or implied.

## 18.0 **FORCE MAJEURE**

18.1 The execution of the Contract shall be subject to Force Majeure conditions.

18.2 The Force Majeure conditions interalia, shall be deemed to be any cause beyond the control of SELLER or its sub-contractors, as the case may be, which prevents or impedes due performance of the contract and which by the due diligence, the affected party is unable to avoid or overcome through its individual concerted effort.



18.3 Force majeure include without limitation, act of God, earthquake, typhoon, cyclone, flood, lightning, landslide, fire, explosion, plague, epidemic, strikes and lockouts, concerted act of workmen or other industrial disturbances, sabotage, blockade, war, riot, invasion, act of foreign enemies, hostilities, (whether war be declared or not) civil war, rebellion, revolution, insurrection, confiscation of power by military trade embargoes by order or any Act of Government or any Authority.

18.4 If SELLER or its sub-contractor is prevented or delayed in performing its obligations under the contract by force majeure, it will give a written notice to the PURCHASER within 10 days thereof, specifying the matter constituting force majeure and the further estimated period for which such prevention or delay will continue. Under such circumstances reasonable extension which shall not be less than of the corresponding period of force majeure shall be mutually agreed upon for implementing the present contract.

18.5 SELLER shall be diligent in attempting to prevent or remove the cause for force majeure. The PURCHASER on receipt of notice of force majeure shall confer promptly with SELLER and agree on a course of action to remove or alleviate such force majeure.

18.6 IF SELLER is prevented from fulfilling its contractual obligations because of force majeure lasting for a continuous period of one month, then the parties shall consult each other with a view to agreeing to the action, which is to be taken in such circumstances.

18.7 Payment obligations of the parties shall be outside the force majeure conditions.

#### 19.0 PATENT RIGHTS/ROYALTIES AND INDEMNITIES

19.1 The SELLER hereby undertakes that neither the equipment nor its possession will constitute infringement of any valid patent or any other industrial property right in India.

19.2 The SELLER will defend the PURCHASER at SELLER's expenses, against any suit, action or other proceedings and will indemnify and save harmless against all charges, claims, liabilities, losses, costs, expenses, counsel fees, judgment and damage of every kind in respect of any actual or claimed patent or other industrial property right infringement with respect to the equipment. All cost towards patent rights, royalties shall be borne out by the SELLER only.

19.3 The PURCHASER shall promptly inform the SELLER about a claim made by a third party and shall not negotiate such claims without the consent of the SELLER.

#### 20.0 LIMITATIONS OF LIABILITY





Notwithstanding anything in this contract to the contrary it is agreed that neither the SELLER nor the PURCHASER shall be held liable to other party for any loss of production, loss of profit, loss of use or any other indirect or consequential damages. SELLER's maximum total liability under the Contract or otherwise shall not exceed the Contract Price.

It is expressly agreed that this Contract sets forth the sole and exclusive remedies available to the PURCHASER. No other warranties, guarantees, duties, liabilities or obligations, either express, implied, statutory at law or in equity, other than those set forth/agreed have been assumed by the SELLER.

#### **21.0 ARBITRATION**

- 21.1** If at any time, any question, dispute or difference whatsoever, shall arise between the SELLER and PURCHASER in relation to or in connection with or arising out of this contract, both parties agree to resolve the same by mutual consultation, failing which, either party may give to other a notice in writing of the existence of such questions/ dispute/difference and the same shall be referred to the arbitration of a single Arbitrator, if agreed upon, otherwise to three Arbitrators, one each to be appointed by the PURCHASER and SELLER and the third shall be appointed mutually by the two arbitrators appointed by the parties. The third Arbitrator shall act as the presiding Arbitrator. The award of said single Arbitrator or the three Arbitrators, as the case may be, shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and rules framed there under and read with all statutory amendments and modifications thereof.

It is also agreed between the parties that upon receipt of a notice for Arbitration from a party, other party shall within a period of 30 days of the date of such written notice communicate its acceptance on the name of sole arbitrator or shall proceed to nominate an arbitrator on its behalf, failing which the arbitrator proposed by the notice issuing party shall become sole arbitrator in the matter to adjudicate the dispute.

- 21.2** The place of arbitration shall be New Delhi so on till conclusion of proceedings. The arbitration language shall be English. The contract shall be governed by Indian laws.

#### **22.0 LIQUIDATED DAMAGES ON SHORTFALL IN GUARANTEED PERFORMANCE**

- 22.1** If the Machinery and Equipment fails to pass the Performance Test for Steam output & Thermal efficiency, for the reasons attributable to the SELLER, liquidated damages for shortfall in the guaranteed performance will be payable by the SELLER to the PURCHASER, if such liquidated



damages are not paid within 30 days of demand by PURCHASER, through Performance Bank Guarantee as per Clause No.5 above, as under: -

- (a) For shortfall in Guaranteed Efficiency  
0.5 % of the Contract Price for every 0.5% shortfall in Guaranteed Efficiency.
- (b) Failure to achieve guaranteed steam output at rated temperature and pressure LD @ 0.5% of the contract price for every 0.5 TPH of shortfall in guaranteed value.
- (c) Guaranteed emission of less than 30 mg/nm<sup>3</sup> from Bag filter-Mandatory compliance. *50 mg/nm<sup>3</sup> for ESS* *for S. Han Raju*

22.2 The sum total of Liquidated Damages on account of shortfall in guaranteed performance under the Contract as detailed in 22.1 (a) to 22.1 (b) above however be limited to 5% of the basic Contract Price for Supply of Machinery and Equipment (excluding taxes, duties, custom duties and levies).

22.3 The sum total of the liquidated damages payable under the Contract including due to non-performance / shortfall in guaranteed performance of Machinery and Equipment as in Clause 22.2 above and due to delay in delivery of Machinery and Equipment as in Clause No. 7 above shall, however, not to exceed 7.5% of the basic Contract Price (excluding taxes, duties, custom duties and levies) for Supply of Machinery and Equipment.

### 23.0 PURCHASERS RESPONSIBILITIES

23.1 The PURCHASER shall provide at its own cost adequate technical staff and labour, including skilled and unskilled for steam and water trial and performance trials.

23.2 The PURCHASER shall pay the statutory inspection and other fees and charges payable under the terms of Act or Regulation in respect of the installation.

23.3 The PURCHASER shall arrange payment of advance and payment against supplies promptly in accordance with terms of the contract.

23.4 The PURCHASER shall provide motorable approach road from main road to the site with culverts wherever required.

23.5 PURCHASER shall within the stipulated time provide way bill/e-way bill forms, if applicable to the SELLER.

23.6 Wherever approvals are necessary the PURCHASER will accord approvals within 7 days.

### 24.0 OFFICIAL NOTICES AND INSTRUCTIONS





Any official notices and instructions given by either party of contract to the other party shall be in writing and any such notice or instruction shall be deemed to have been duly given if delivered in person to the authorized representative or mailed by Registered Post to the address of the following representatives:

**PURCHASER**

**Mr. Hans Raj Garg**

M/s Shree Ganesh Edibles Private Ltd  
at Khanna - Amloh Road,  
Dist. Khanna,  
Punjab,  
Email: edibles2525@gmail.com

**SELLER**

**Mr. N. R Shastri (Sr. V.P - Boiler Marketing) /**

**Mr. Vikas Takroo (Sr. Manager - Boiler Marketing)**

Isgec Heavy Engineering Ltd.

A-5, Sector - 63,

Noida - 201 301 (U.P.)

Phone: 0120 4085961

Email: [nshastri@isgec.co.in](mailto:nshastri@isgec.co.in) / [vikas.takroo@isgec.co.in](mailto:vikas.takroo@isgec.co.in)

**25.0 MISCELLANEOUS**

**25.1** All works shall be executed in accordance with this contract and where contract is silent work shall be executed in accordance with applicable standard & codes on the date of offer of the SELLER.

**25.2** All notices, instrumentation and documents relating to contract shall be written in English.

**25.3** All weights, dimensions and measures shall be in Metric system.

**25.4** The invalidity or impossibility of contract clause shall not lead to the invalidity of the whole contract. In this case the parties shall replace the invalid clause by a valid clause that approaches the initial contract text as far as possible.

**26.0** This Contract, including annexures enclosed hereto, have been executed in two original sets, one set remaining with the PURCHASER and the other set remaining with the SELLER.

**27.0** By signing this contract both the parties, the PURCHASER and the SELLER agree to abide by its clauses, any alterations, amendments or changes in the contract or its Annexures will be valid only if agreed to by and between the PURCHASER and SELLER in writing. Terms of this contract shall supersede all previous correspondence, agreement and understandings of the parties.



IN WITNESS WHEREOF the respective parties have signed this contract on the day, month and year first above written through their duly authorized signatories.

**On behalf of the PURCHASER**  
**M/s. Shree Ganesh Edibles Private Ltd**

**On behalf of the SELLER**  
**M/s. Isgec Heavy Engineering Limited**

For Shree Ganesh Edibles Pvt. Ltd.

  
Director/Auth.Sign.  
(.....)

**Mr. Han Raj Garg**  
Managing Director

  
(.....)

**Mr. N. R. Shastri**  
Sr. V.P Boiler Marketing

**Witness:**

1. Satnaam Singh



2. Vikas Takroo

