



पश्चिम बंगाल WEST BENGAL

00AA 311403

CONTRACT DOCUMENT NO : AMPL-CPP-CONTRACT-02

This agreement made on the day of 2005

BETWEEN

M/s. Ankit Metal & Power Limited having its Registered Office at 4th Floor, 35, Chittaranjan Avenue, Kolkata - 700 012 (hereafter called as "THE OWNER" which expressions shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assignees).

M/s. TRIVENI ENGINEERING & INDUSTRIES LIMITED, having its Registered Office at Dcoband, district saharanpur, Uttar Pradesh and Factory at 12A Peenya Industrial Area, Bangalore-560 058. (hereinafter called as "THE CONTRACTOR" which expressions shall unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assignees).

WHEREAS THE OWNER is setting up an integrated steel plant at Jorehira Village, Bankura Dist., West Bengal and One no. of 350 TPD Kiln along with its auxiliaries are under erection and commissioning is planned to be started soon.

WHEREAS a part of the Integrated Mini-Steel Plant, THE OWNER is installing a captive power plant (CPP) of capacity 12MW. The Proposed CPP will have required plant and equipment like Boilers, Turbo generator, Electrical system, Automation etc..

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"Mobilization" shall be considered to have been achieved if the Contractor is able to establish infrastructure as indicated above to begin work at site in accordance with agreed time schedule of work to the satisfaction of THE OWNER.

- 1.18 'Final Acceptance' and / or 'Taking Over' shall mean taking over by THE OWNER of the plant and/or equipment or any part of the Plant where the contract provides for taking over of the Plant in parts when the Performance Test has been successfully completed in accordance with the provisions of the contract or at available load as mutually agreed.
- 1.19 'Effective Date' shall mean the date that the contract enters into full force and effect being the date incorporated in Article of Agreement.

2.0 SCOPE OF SUPPLY AND SERVICES OF THE CONTRACTOR AND THEIR RESPONSIBILITIES.

- 2.0 The Scope of Supply and Services of THE CONTRACTOR and their responsibilities shall be as per the Schedule-A Part-A of this agreement.

- 2.1 The Following major equipment are covered under the Scope of this Contract:

2.1.1 Steam Turbine of 12.0 MW capacity along with safety devices.

2.1.2 Lubricating system

2.1.3 Governing System

2.1.4 Gearbox, Coupling and other accessories

2.1.5 Electrical system as specified

2.1.6 Instrumentation as specified.

- 2.2 Battery limits, Facilities to be provided by THE OWNER to THE CONTRACTOR shall be as provided with the Schedule-A Part-B of this agreement.

- 2.3 The technical data of the items covered under the scope of this contract shall be as per Schedule-B

3.0 DELIVERY SCHEDULE :

- 3.1 Timely completion of commissioning shall be of the essence of the contract.

- 3.2 The contract is deemed to have started on 4th May 2005.

- 3.3 The complete equipment with all their accessories / auxiliaries as per the scope of this Contract shall be supplied, erected and commissioned on or before 31st July 2006 subject timely release of payment as per agreed schedule. The LD clause shall be applicable if delay in commissioning is beyond 10th August, 2006.

