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BUDGETARY COMMERCIAL PROPOSAL FOR SWEET SHORGHUM SYRUP PLANT WITH ELECTRICITY CO-GENERATION PLANT.



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... ONE STOP SOLUTION FOR BIOETHANOL INDUSTRY ...

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Section 2

BUDGETARY COMMERCIAL PROPOSAL

CHAPTER I : PRICE SCHEDULE

Supply, Supervision & Commissioning

SR. NO.	PARTICULARS SUPPLY, SUPERVISION & COMMISSIONING	PRICE IN US\$ FOB – MUMBAI
1.	Juice Extraction Plant – 3,000 Tons/Day	5,700,000.00
2.	Juice Evaporation Plant	3,900,000.00
3.	45 bag(g) Pressure Boiler 70 Tons/Hr and Steam Turbine 7 MW along with other Utilities *	6,300,000.00
	TOTAL	15,900,000.00

* : Considered all bagasse is burned to produce electricity to export to the grid. Instead of producing 7 MW, 3.0 to 3.5 MW can be produced for captive consumption and excess balance bagasse can be used to produce biogas. Boiler and steam turbine PRICE will be reduced accordingly.

Notes :

- The Price is FOB – Mumbai (Nhava Sheva) basis.
- The Price is exclusive of all Taxes and duties applicable in Ukraine.
- Port of Origin : Nhava Sheva Port (Mumbai) **
- Third party inspection charges, if required, shall be in the PURCHASER's scope.
- To & fro Air Tickets, Visa extension, Work Permit, Local conveyance, Hotel accommodation, Food, etc. for MEGA engineers, experts, supervisors, shall be PURCHASER's scope.

CHAPTER II : PAYMENT TERMS & CONDITIONS

The PURCHASER shall pay to the Seller via confirmed and irrevocable letter of credit drawn in the name of The Seller from a 1st class international bank.

The PURCHASER shall pay to the Seller price as stipulated in this Technical Proposal to the following terms & conditions:

- 30 % of total contract value as advance along with the technically & commercially clear purchase order through telegraphic transfer as an Advance payment.
- 70 % of the total value of the order value, against irrevocable Letter of Credit at sight against documents.

CHAPTER III : GENERAL TERMS & CONDITIONS

3.1 DELIVERY & TERMS OF DELIVERY

The Seller will fully complete the supply of the equipment and materials under this proposal within **11-12 months** after receipt of technically and commercially acceptable purchase order from the date of receipt of down payment in seller's account.

Partial shipments shall start dispatching after 6 – 8 week from the date of advance receipt from India. Delivery may longer in case of third party inspection.

3.2 INSPECTION (DURING FABRICATION) :

The Seller shall be responsible for the inspection of the equipment and materials supplied by them or any of their sub-contractor / vendor. THE SELLER will, at no cost to the PURCHASER carry out inspections, pressure test and other required test on the plant, machinery & equipment supplied by THE SELLER whenever technically necessary and possible, at places of manufacture/fabrication, in order to ensure that the specified materials have been used in the manufacture/fabrication of the delivered equipment and that its workmanship correspond to the required standards.

3.3 INSPECTION (PRESHIPMENT INSPECTION) :

THE SELLER shall be responsible for the PURCHASER to be entitled to have tested, inspected and checked by the PURCHASER or their authorized representatives the quality of the materials used and the parts of the plant, machinery, and equipment during and after their manufacturing at their own cost. Such inspection and checking shall be carried out at the place of the manufacturing during normal working hours after agreement with THE SELLER as to the exact date and time. The PURCHASER shall intimate the SELLER of his intent to inspect specific equipment before shipment. In absence of such SPECIFIC INSPECTION DEMAND NOTE by the PURCHASER, the SELLER is free to ship the equipment and the inspection is deemed to have been waived by the PURCHASER. However, quality and guarantee is the responsibility of the Seller.

3.4 ERECTION, TEST RUN & COMMISSIONING

Erection, test run & commissioning of plant & machinery will be in MEGA scope of work.

3.4.2 TEST RUN & COMMISSIONING

After the erection is successfully completed, the PURCHASER shall perform the test run & commissioning of the plant as per their schedule using its own operating and maintenance personnel under the supervision of THE SELLER technical personnel on a mutually agreed date.

Should be inclusive of –

- Commissioning protocol &
 - Performance guarantee
- a) THE SELLER will provide supervisors and experts required for the test run, commissioning of their scope of work, start-up and continuous running of the plant.
- b) PURCHASER shall provide all the manpower required for the operation and management.

- c) All raw materials, chemicals, fuel and any other materials required for the start up of the project as per THE SELLER recommendation at battery limit points shall be provided by PURCHASER. These shall be provided at least one month before the testing of the project.
- d) THE PURCHASER shall ensure that the civil works and drain covers, electrical & instrumentation work. Input and output battery limit connections etc. which are in PURCHASER's scope are properly performed in co-ordination with THE SELLER requirement and design at least one month before the Testing of the project.

3.5 GUARANTEE & WARRANTY

3.5.1 EQUIPMENT AND MATERIAL GUARANTEE (MECHANICAL GUARANTEE)

- a) THE SELLER guarantees that all the supplied equipment & material shall be brand new, in a good condition and suitable for the normal use thereof. In case any defect of equipment or material supplied by THE SELLER, is found during open-package inspection at site, installation, test run, commissioning and/or site acceptance test, the defect shall be checked by both parties. THE SELLER shall be fully responsible for repair work and replacement of the defective contract supply at their own cost.
- b) THE SELLER further guarantees for the mechanical guarantee period that the delivered equipment would be suitable for the normal use thereof, provided that the equipment are operated and maintained in compliance with THE SELLER written instruction, documents as well as operation & maintenance manual to be made available to PURCHASER.
- c) Mechanical Warranty period for the contract supply by THE SELLER shall be 12 (twelve) months from the date of commissioning or 18 months from the date of supply whichever earlier. The mechanical warranty shall not be applicable to parts which require periodic replacement or replenishment and rotating equipment.
- d) During the warranty period if any or all of the contract supply is found to be defective due to reason attributable to THE SELLER, then THE SELLER shall obliged to fully replace, rectify or remedy any defect at their own cost, as long as such deficiencies shall remain so far as system technical warranties are not complied with.
- e) Save as otherwise expressly provided above, all other warranties express or implied by statute, common law or otherwise are included.
- f) After the warranty period is over PURCHASER can take services of THE SELLER for all technical and supply jobs at mutually agreed rates.

3.5.2 SUPERVISION GUARANTEE

THE SELLER guarantees successful supervision of erection, testing and commissioning of the plant and THE SELLER supplies adequate material for erection at site for the scope of work of THE SELLER

3.5.3 PLANT PERFORMANCE GUARANTEE

The acceptance of the plant will not release THE SELLER from its responsibilities of guarantee on the equipment and plant performance during the mechanical guarantee period.

3.6 LAW & JURISDICTION

- a) THE PARTIES agree that this Agreement, technical proposal and all its Annexes which shall be an integrated part of this agreement shall be governed by International commercial law and irrevocably submits any legal action or proceeding arising out of relating to this agreement and its Annexes to the non-exclusive jurisdiction of any other jurisdiction by suit on the judgment or in any other manner provided by law.
- b) THE PARTIES also agree that a final judgment in any such legal action or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or any other manner provided by law.
- c) Any technical disputes arising out of the agreement shall be governed and resolved by arbitration as described under this proposal.
- d) If applicable Law and Jurisdiction has to be amended, the Parties shall make the best effort to agree on such issue.

3.7 FORCE MAJEURE

- a) If either of the Parties to this proposal is prevented from performing its obligations hereunder the Proposal in cases of Force Majeure, such as but not limited to war, serious fire, riots, labour unrest, civil disturbance, flood, typhoon and earthquake, the time for performance under the Proposal shall be extended by a period equal to the effect of those cases.
- b) The prevented Party shall notify the other Party by fax/telex within the shortest possible time of the occurrence of the Force Majeure and within 14 (fourteen) days thereafter send by registered letter to the other Party a certificate for evidence issued by the relevant authorities of confirmation by the Party. The prevented Party shall inform the other Party by fax or telex within the shortest possible time of the termination or elimination of the case of Force Majeure and confirm by registered air letter.
- c) Should the effect of Force Majeure continue for more than one hundred and twenty (120) consecutive days, both parties shall settle the further performance under proposal through friendly negotiations as soon as possible. If no agreement can be reached within 15 (fifteen) days, only the Party which is not afflicted by Force Majeure as mentioned above has the right to withdraw the proposal and the effect of this withdrawal shall be submitted to arbitration for settlement of claim to constitution of performance. In case cancellation due to Force Majeure, both party should have no liability to each other, other than THE SELLER being compensated for work complete up to time of occurrence of the Force Majeure.

3.8 PREMATURE CANCELLATION OF THE ODER

Once agreed, only subject to Force Majeure article or if and as agreed by both the Seller and PURCHASER, this proposal after acceptance will not be cancelled unilaterally by either of the parties, or otherwise it shall be referred to arbitration.

3.9 CHANGE IN WORK / LAW

Any change in the scope and / or nature of work during the execution of this project due to change in Ukraine government ruling / regulations / order it shall not have any effect on the quoted prices and/or other terms including the terms of deliver after due acceptance.

3.10 LANGUAGE

It has been agreed by both Seller and PURCHASER that, the language to be used for all engineering documents and communication throughout the project will be British English.

3.11 EXCESS MATERIAL

In view of timely completion of the project & avoid any shortfall, MEGA shall supply some excess material under 'Lot Items', such as Piping & Fittings, Electrical Fittings, Instruments Fittings, Raw Material for Site-Fab-Tanks, etc. MEGA shall take back the excess material at site after commissioning of the plant, with due permission from the PURCHASER.

3.12 CONFIDENTIALITY

Any technical information and engineering drawings received by the PURCHASER under this proposal shall not be used by the PURCHASER to set up additional facilities at this or any other locations, or given or sold to a third party unless prior permission in written given by THE SELLER on mutually agreed terms and conditions.

PURCHASER also agrees to treat as confidential all technology, process, engineering drawings and documents and data given by THE SELLER / its suppliers whether patented or owned or otherwise in this proposal.

3.14 VALIDITY

This proposal is valid for 30 days from the date of the proposal.
