

## Service Contract

This Service Contract is made on March 5, 2018 Christian era.

1. **ROYAL THAI EMBASSAY**, having its office at 18 & 20, Madani Avenue, Baridhara, Dhaka-1212, hereinafter referred to as the **FIRST PARTY**.

AND

**M/S. CROSS WORLD POWER LTD.** having its office at Plot 1/B, Road # 90, Gulshan-2, Dhaka-1212, Bangladesh, hereinafter referred to as the **SECOND PARTY**.

Whereas the **Second Party** has made the offer to the First Party with letter no. **Ref : CWPL-AM/0488/18 -R02 F** dated Feb 13, 2018 for Supply, Installation, Testing & Commissioning of 250 KVA (Prime) Tempest Brand Generating set with Perkins engine & Mecc Alte alternator.

### Terms and conditions:

**A.1. Gen-Set details :** Brand new 250 KVA (Prime) Tempest Diesel Generating Set Model: PM250, 415/240 V, 3 Phase, 4 Wire, 50 Hz, 0.8 P.F. Powered by Perkins Engine Model 1506A-E88TAG3 and Alternator Model ECO 38-1LN for 250 KVA, 1500 RPM, Set Mounted Automatic Start (AMF) Control Panel, Main Line Circuit Breaker, with base Fuel Tank, Silencer, Flexible Bellows, Lead Acid Battery, Operational & Maintenance manuals and other standard accessories as per our technical offer.

**Total Quantity of Gen-Set: 1 No. (One)**

2. **PRICE:**

Total price for generator is BDT **3,360,000.00 (Taka Thirty Three Lac Sixty Thousand Only)**

3. **Work Scope:**

The **Second Party** agrees to carry out supply, installation, testing, commissioning and supervision of the Generator Set at site & the First Party will provide only fuel for the Gen-Set.

4. **Schedule of payment:**

The **First Party** has made the schedule of payment to the **Second Party** is as follows:  
100 % payment will be made in favor of Cross World Power Ltd within five days after commissioning of Diesel Generator set.

5. The contract period starts from 6<sup>th</sup> March 2018 and ends to 27<sup>th</sup> March 2018.

6. **Warranty:**

The **Second Party** shall provide guarantee of its equipment against any manufacturing, materials & workmanship defect of 24 (Twenty Four) months or 3000 running hour period whichever comes first from the date of delivering the gen set. The faulty parts will be replaced / repaired within this warranty period. However, warranty does not cover improper maintenance by the user, consumable items like lube oil and filters, servicing by unauthorized persons, running the gen set above its capacity or any unauthorized modification of the gen set.

7. **Delivery Schedule:**

The **Second Party** will deliver the Generator Set to the premises of the **First Party** within 15 (fifteen) working days from the signing date of the Contract.



# CROSS WORLD POWER LTD.

Cross-world



Ensuring Power Since 1982

## 8. Delay Adjustment:

If the **Second Party** could not supply the above-mentioned Generator Set according to the Contract, then the **First Party** will deduct a 0.01% payment or equivalent to BDT 336 of the total BDT 3,360,000 per day leading to cancellation of the Contract.

## 9. Services:

The supplier will provide 24 months or 3000 running hours of services free of charge for the above mentioned Generator Set from the date of commissioning, within this period, the first party or buyer will pay only the cost of consumable items like lube oil and all kinds of filters.

## 10. Installation & Commissioning:

The price quoted by the Second Party includes carrying, loading, unloading, installation & commissioning and supervision of Generator Set. However, this price includes the cost of commissioning materials (as per attached file) at site.

## In witness whereof:

Both the First and Second Parties have agreed that this agreement will be executed with their seals and signatures as of the day and year they signed this agreement.

For and on behalf of "ROYAL THAI EMBASSAY".

H.E. Ms. Panpimon Suwannapongs  
Ambassador of Thailand to Bangladesh



Witness:

1.

For And On behalf of "CROSS-WORLD POWER LTD."

Iftekhar Karim  
Chief Operating Officer  
CROSS WORLD POWER LTD



Witness:

1. Md. Ariful Islam  
Manager, Sales