

# Allam Marine Ltd

Wyke Way, Melton, Hull, HU14 3BQ, England, Tel: 01482 636300 Fax: 01482 636301 www.allam.com

SHAPTAK GRIHAYAN LIMITED OUR REF: CW20 - 26 SUITE # C4-C5, SHAPTAK MAHBUBA GRANDEUR HOUSE # 17/1, ROAD # 06, DHANMONDI, DHAKA DATE: 02.11.2020

# PRO FORMA INVOICE

BRAND NEW TEMPEST SPECIFICATION DIESEL GENERATING SETS COMPRISING OF A PERKINS ENGINE COUPLED TO A STAMFORD & LEROY SOMER ALTERNATOR RATED FOR PRP DUTY @ 400V 3 PHASE 50HZ IN ACCORDANCE WITH OUR STANDARD AUTOSTART SPECIFICATION.

<u>DESCRIPTION</u>	<u>UNIT</u>	<b>UNIT PRICE</b>	TOTAL PRICE
PS500, 500 KVA 400 KW ENGINE# 2506A-E15TAG2 ALTERNATOR #HCI544D WITH SYNCHRONIZATION H. S. CODE # 8502. 13. 00	01	£ 31,744.00	£ 31,744.00
PL400, 400 KVA 320 KW ENGINE # 2206A-E13TAG3 ALTERNATOR # TAL047A WITH SYNCHRONIZATION H. S. CODE # 8502. 13. 00	01	£ 28,812.00	£ 28,812.00
PL200, 200 KVA 160 KW ENGINE # 1106A-70TAG4 ALTERNATOR # TAL044M WITH SYNCHRONIZATION H. S. CODE # 8502. 12. 00	01	£ 13,674.00	£ 13,674.00
FREIGHT UP TO CHATTOGRAM			£ 1,770.00
PRICE CFR CHATTOGRAM			£ 76,000.00

GBP -SEVENTY SIX THOUSAND ONLY.

SHIPMENT:- BY SEA, WITHIN 07-08 WEEKS AFTER RECEIPT OF COMPLETELY IRROVOCABLE L/C AT SIGHT.

**COUNTRY OF ORIGIN:- UK** 

TERMS OF PAYMENT:- IRREVOCABLE LETTER OF CREDIT PAYABLE AT SIGHT.

**VALIDITY:-** 15 DAYS

**PACKING**:- EXPORT STANDARD SEAWORTHY PACKING.

**PERIOD FOR PRESENTATION**:- DOCUMENTS TO BE PRESENTED WITHIN 21 DAYS AFTER THE DATE OF SHIPMENT.

WARRANTY TERM:- A CERTIFICATE ISSUED BY THE BENEFICIARY STATING THAT THE GOODS ARE BRAND NEW AND HAVE BEEN TESTED IN ACCORDANCE WITH ISO8528 AND ARE SUPPLIED WITH ALLAM MARINE STANDARD WARRANTY.

PORT OF LOADING: - ANY PORT OF U. K.

PORT OF DELIVERY:- CHATTOGRAM SEA PORT, BANGLADESH.

# **OTHER TERMS:**

- 1. TRANSHIPMENT SHOULD BE ALLOWED
- PARTIAL SHIPMENT SHOULD NOT BE ALLOWED
   ALL LOCAL BANK CHARGE WILL BE ON BUYERS'S ACCOUNT

FOR AND ON BEHALF OF ALLAM MARINE LTD Tempest Diesels Division



**Tempest** - successive power applications since 1937

## Report Header

Application: Alliance Message Management Report type: Instance Search - Detailed Report

Operator: **MEHEDI** Alliance Server Instance: **PUBABDDH** 

Date - Time: 2020/11/18 17:33:40

## **Report Content**

## Reprint From MFA-0000-000000

## **Instance Type and Transmission**

Notification

(Transmission) of Original sent to SWIFT (ACK) Network Delivery Status: Network Ack Priority/Delivery: Normal

Message Input Reference : 1730 201118PUBABDDHA2265040002623

Message Header

Swift Input: FIN 700 Issue of a Documentary Credit

Sender: PUBABDDH226

PUBALI BANK LIMITED

(CENTRALIZED TRADE PROCESSING CENTER (CTPC))

BD DHAKA

Receiver: CITIGB2LXXX

CITIBANK N.A. LONDON GB

#### Message Text

F27: Sequence of Total

Number: 1/ Total:

F40A: Form of Documentary Credit

IRREVOCABLE

F20: Documentary Credit Number

0000022620011522

F31C: Date of Issue 201118 2020 Nov 18

F40E: Applicable Rules

Applicable Rules: UCP LATEST VERSION

F31D: Date and Place of Expiry

Date: 210210 2021 Feb 10

UNITED KINGDOM Place:

F51D: Applicant Bank - Party Identifier - Name and Address

Name and Address:

PUBALI BANK LIMITED,

SATMOSJID ROAD BRANCH, DHAKA

F50: Applicant

SHAPTAK GRIHAYAN LIMITED, HOUSE NO. 17/1, ROAD NO. 6,

DHANMONDI R/A, DHAKA-1209, BANGLADESH

F59: Beneficiary

Name and Address:

ALLAM MARINE LTD

WYKE WAY, MELTON, HULL, HU14

3BQ, ENGLAND, TEL: 01482 636300,

FAX:01482 636301

F32B: Currency Code, Amount

POUND STERLING Currency: GBP 65000,00 #65000,00# Amount: F41D: Available With ... By ... - Name and Address - Code

Name and Address: ANY BANK IN UK

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Code:
                      BY NEGOTIATION
F42C: Drafts at ...
        AT SIGHT
F42A: Drawee - Party Identifier - Identifier Code
         Identifier Code:
                   PUBABDDH226
                            PUBALI BANK LIMITED
                            (CENTRALIZED TRADE PROCESSING CENTER (CTPC))
                            DHAKA BD
F43P: Partial Shipments
        NOT ALLOWED
F43T: Transhipment
        ALLOWED
F44E: Port of Loading/Airport of Departure
        ANY PORT OF U.K.
F44F: Port of Discharge/Airport of Destination
        CHATTOGRAM , BANGLADESH
F44C: Latest Date of Shipment
        210120 2021 Jan 20
F45A: Description of Goods and/or Services
          DESCRIPTION OF GOODS
                                          QUANTITY UNIT PRICE AMOUNT
         .....(GBP)....(GBP)...
         BRAND NEW TEMPEST SPECIFICATION DIESEL GENERATING SETS
         COMPRISING OF A PERKINS ENGINE COUPLED TO A STAMFORD AND LEROY
         SOMER ALTERNATOR RATED FOR PRP DUTY @ 400V 3 PHASE 50HZ IN
         ACCORDANCE WITH OUR STANDARD AUTOSTART SPECIPICATION.
         PS500,500KVA 400KW
         ENGINE # 2506A-E15TAG2
                                                 27.040.00 27.040.00
                                              1
         ALTERNATOR #HCI544D WITH SYNCHRONIZATION
         HS CODE:8502.13.00
         PL400,400 KVA 320 KW
         ENGINE #2206A-E13TAG3
                                              1
                                                    24,543.00 24,543.00
         ALTERNATOR #TAL047A WITH SYNCHRONIZATION
         HS CODE:8502.13.00
         PL200,200 KVA 160 KW
         ENGINE #1106A-70TAG4
                                                    11,647.00 11,647.00
                                              1
         ALTERNATOR #TAL044M
         HS CODE:8502.12.00
         FREIGHT CHARGE
                                                                 1770.00
         ORIGIN : UK
         .....
                                             TOTAL CFR VALUE 65,000.00
         TOTAL VALUE GBP 65,000.00 CFR, CHATTOGRAM SEAPORT, BANGLADESH
         (INCOTERMS 2020).
         PACKING: EXPORT STANDARD SEA WORTHY.
         DETAIL DESCRIPTION OF GOODS, QUANTITY, QUALITY, UNIT PRICE AND
         OTHER SPECIFICATIONS AS PER PER PROFORMA INVOICE NO.CW20-26
         DATED:09.11.2020 OF THE BENEFICIARY.
F46A: Documents Required
         THE ABOVE CREDIT IS AVAILABLE TO THE BENEFICIARY BY THEIR BILL
         OF EXCHANGE AT SIGHT DRAWN ON PUBALI BANK LIMITED, CENTRALIZED
         TRADE PROCESSING CENTER, A-A BHABAN (4TH FLOOR), 23, MOTIJHEEL C/A,
         DHAKA-1000 BANGLADESH ACCOMPANIED BY THE FOLLOWING DOCUMENTS:
         01.BENEFICIARY'S SIGNED COMMERCIAL INVOICE IN QUINTUPLICATE
         CERTIFYING MERCHANDISE TO BE OF UK ORIGIN AND MENTIONING
         FULL DESCRIPTION OF GOODS, UNIT PRICE, FOB VALUE AND FREIGHT
         CHARGE SEPARATELY.
         02.FULL SET OF CLEAN 'SHIPPED ON BOARD' OCEAN BILL OF LADING TO
         BE MADE OUT OR ENDORSED TO THE ORDER OF PUBALI BANK LTD.,
         CENTRALIZED TRADE PROCESSING CENTER, DHAKA, BANGLADESH SHOWING
         FREIGHT PREPAID MARKED NOTIFY TO THE APPLICANT AND ISSUING BANK
         GIVING FULL NAME AND ADDRESS.
         03.PACKING LIST IN TRIPLICATE ISSUED BY THE BENEFICIARY.
         04.CERTIFICATE OF ORIGIN IN ONE ORIGINAL AND ONE COPY ISSUED OR
         CERTIFIED BY GOVERNMENT APPROVED AGENCIES/AUTHORITIES/CHAMBER OF
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COMMERCE OF THE EXPORTING COUNTRY CERTIFYING THAT MERCHANDISE TO

BE UK ORIGIN.

05.INSURANCE COVERED BY THE APPLICANT. ALL SHIPMENT UNDER THIS CREDIT MUST BE ADVISED BY THE BENEFICIARY WITHIN 15 (FIFTEEN) DAYS AFTER SHIPMENT DIRECT TO STANDARD INSURANCE LIMITED, MOTIJHEEL BRANCH, DILKUSHA CENTER (7TH FLOOR), 28, DILKUSHA C/A, DHAKA-1000, BANGLADESH,

EMAIL: motijheel\_br@standardinsurance.com.bd PHONE: 9563120,9571087 AND TO THE APPLICANT REFERRING TO INSURANCE COVER NOTE NO.SIL/MTB/MC-0423/11/2020 DATE:10.11.2020 GIVING FULL DETAILS OF SHIPMENT GIVING FULL DETAILS OF SHIPMENT.A COPY OF SUCH ADVICE MUST ACCOMPANY WITH THE ORIGINAL SHIPPING DOCUMENTS.

06.BENEFICIARY'S CERTIFICATE TO THE EFFECT THAT THEY HAVE SUPPLIED THE MERCHANDISE STRICTLY AS PER THE PROFORMA INVOICE NO.CW20-26 DATED:09.11.2020.

07.A WARRANTY CERTIFICATE ISSUED BY THE BENEFICIARY STATING THAT THE GOODS ARE BRAND NEW AND HAVE BEEN TESTED IN ACCORDANCE WITH ISO8528.

# F47A: Additional Conditions

01.LC NO. AND DATE MUST BE QUOTED IN ALL DOCUMENTS AND BILL OF EXCHANGE.

02.LCAF NO:0178745, HS CODE: 8502.13.00,8502.12.00 IRC NO. 260326110574119, PREVIOUS IRC NO.BA-190725, TIN NO.658947644586, BIN NO.002047001-0201 OF SHAPTAK GRIHAYAN LIMITED, BANK'S BIN NO.000000196-0002 MUST BE QUOTED IN ALL DOCUMENT EXCEPT BILL OF EXCHANGE.

- 03.TOTAL GROSS WEIGHT AND TOTAL NET WEIGHT MUST BE MENTIONED IN COMMERCIAL INVOICE, PACKING LIST AND BILL OF LADING.
- 04.THIRD PARTY DOCUMENTS ARE ACCEPTABLE EXCEPT BILL OF EXCHANGE, PACKING LIST AND COMMERCIAL INVOICE.
- 05.PACKING: STANDARD EXPORT PACKING MUST BE MENTIONED IN THE PACKING LIST AND INVOICE.
- 06.PAYMENT CHARGES USD30.00 FOR BILL VALUE UPTO USD10,000.00 AND USD50.00 FOR BILL VALUE ABOVE USD10,000.00 WILL BE DEDUCTED FROM EACH SET OF DOCUMENTS AT THE TIME OF PAYMENT.
- 07.DISCREPANCY CHARGE USD50.00 WILL BE DEDUCTED AT THE TIME OF PAYMENT FROM BILL VALUE.
- 08.ALL SHIPPING DOCUMENTS, DECLARATION, CERTIFICATE AND STATEMENT MUST BE ISSUED IN ENGLISH.
- 09.DOCUMENTS MUST NOT BE DATED PRIOR TO THE ISSUANCE DATE OF THE CREDIT AND LATER THAN ITS DATE OF PRESENTATION.
- 10.SHIPMENT/TRANSSHIPMENT BY ISRAELI FLAG STRICTLY PROHIBITED OR SHIPMENT SHOULD BE EFFECTED BY HONORING BANGLADESHI LAWS AND REGULATIONS REGARDING FLAGS, SEAPORT SHIPMENT AND TRANSSHIPMENT. A COMPLIANCE CERTIFICATE ISSUED BY SHIPPING COMPANY MUST BE ENCLOSED WITH THE ORIGINAL SHIPPING DOCUMENTS.
- 11.SHORT FORM/BLANK BACK/CHARTER PARTY/STALE/CLAUSED BILL OF LADING IS NOT ACCEPTABLE.
- 12.ALL PARTIES TO THIS TRANSACTION ARE ADVISED THAT THE UN / U.S. AND OTHER GOVERNMENT AGENCIES AND/OR REGULATORY AUTHORITIES IMPOSE SPECIFIC SANCTIONS AGAINST CERTAIN COUNTRIES, ENTITIES, INDIVIDUALS AND FINANCIAL INSTITUTIONS. WE MAY NOT BE ABLE TO PROCESS ANY TRANSACTION THAT INVOLVES A BREACH OF SANCTIONS, AND AUTHORITIES MAY REQUIRE NECESSARY DISCLOSURE OF INFORMATION, UNTIL THE REQUIRED AND SATISFACTORY DISCLOSURE IS OBTAINED. PUBALI BANK LIMITED ASSUMES NO LIABILITY, IF IT IS UNABLE TO HANDLE OR DELAYS, ANY TRANSACTION, AS A RESULT OF ACTUAL OR APPARENT BREACH OF SUCH SANCTIONS, AND ANY NECESSARY/SATISFACTORY DISCLOSURE COULD NOT BE OBTAINED.
- 13.THE COUNTRY OF ORIGIN OF GOODS, IMPORTERS NAME AND ADDRESS, TIN NO. MUST BE CLEARLY MENTIONED ON THE BODY OF MINIMUM 2 PCT OF CARTON/PACKAGES/CONTAINER/WOODEN BOX ETC WITH IRREMOVABLE INK/PRINTED LEVEL AND A CERTIFICATE TO THE EFFECT MUST ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.
- 14.IN CASE OF DISCREPANT DOCUMENTS WE SHALL EFFECT PAYMENT AFTER RECEIPT OF CUSTOMS CERTIFIED BILL OF ENTRY TO COMPLY WITH OUR CENTRAL BANK POLICY.
- 15.ADDRESS, NAME AND PHONE NUMBER OF LOCAL SHIPPING AGENT IN BANGLADESH MUST BE MENTIONED IN THE BILL OF LADING.
- 16. FORWARDER CARGO RECEIPTS ARE NOT ACCEPTABLE.
- 17.A FULL SET OF NON-NEGOTIABLE COPY OF SHIPPING DOCUMENTS SHOULD BE SENT DIRECTLY TO THE APPLICANT BY EMAIL:info@shaptak.com AND sorwer@shaptak.com AFTER SHIPMENT.THE COPY OF EMAIL MUST BE ENCLOSED WITH THE ORIGINAL SHIPPING DOCUMENTS.

F71D: Charges

ALL CHARGES OUTSIDE BANGLADESH

WILL BE ON ACCOUNT OF BENEFICIARY.

F48: Period for Presentation in Days 21

Days:

Narrative: /FROM SHIPMENT BUT WITHIN LC EXPIRY

1

F49: Confirmation Instructions

WITHOUT

F78: Instructions to the Paying/Accepting/Negotiating Bank

ON RECEIPT OF DOCUMENTS COMPLYING WITH CREDIT TERMS, WE SHALL

REMIT PAYMENT AS PER INSTRUCTION OF NEGOTIATING BANK.

DOCUMENTS TO BE DISPATCHED TO PUBALI BANK LIMITED, CENTRALIZED TRADE PROCESSING CENTER, 23 MOTIJHEEL C/A, DHAKA-1000, BANGLADESH BY DHL COURIER SERVICE OR ANY INTERNATIONAL COURIER SERVICES.

F72Z: Sender to Receiver Information

PLEASE ADVICE THE CREDIT TO THE BENEFICIARY AT BENEFICIARY'S COST UNDER INTIMATION TO US AND ACKNOWLEDGE RECEIPT VIDE MT 730

## Message Trailer

{CHK:2EA3244CF336}

PKI Signature: MAC-Equivalent

**End of Message** 

# Report Footer

Number of Entities:

End of report



# **DEED OF AGREEMENT**

THIS DEED of agreement is made this the 8<sup>th</sup> day of December in the year two thousand Twenty of the Christian Era.

SHAPTAK GRIHAYAN LIMITED, a private limited company registered under the Companies Act having its office at Suite # C4-C5, Shaptak Mahbuba Grandeur, House No. 17/1, Road No. 6, Dhanmondi, Dhaka-1205, Bangladesh; represented by its Director, Mr. Moh'd Jobed Ali; hereinafter referred to as "SHAPTAK" which expression where the context so admits shall include its successors-in-interest and assigns of the FIRST PARTY.

# AND

CROSS WORLD POWER LTD., with liability duly incorporated under the laws of Bangladesh and running its business through its office at Plot 1/B, Road-90, Gulshan-2, Dhaka-1212,, Bangladesh, represented by its Chief Operating Officer, Engr. Md. Harunor Rashid; hereinafter referred to as "CROSS WORLD" which expression where the context so admits shall include its successors-in-interest and assigns of the SECOND PARTY.

WHEREAS, the 1st Party has decided to procure through the 2nd Party 3 (three) number new and complete Tempest Brand Diesel Generating Sets Model PS500, PS400 & PS200 powered by ALLAM MARINE LTD-UK Heavy duty Diesel engine capable of producing prime output of 500 KVA (420 KW), 400 KVA (320 KW) & 200 KVA (160 KW) respectively and stand by output of 550 KVA (440 KW), 440 KVA (352 KW) & 200 KVA (176 KW) respectively at 1500 RPM, 50 Hz, 3 phase, 4 wire, 400/415 volts, at 0.8 power factor directly coupled by Perkins, UK engine and Stamford, UK Alternator with built in synchronization panel (Between 400KVA and 500KVA). Technical specification as are given in the offer No. CWPL-AM/6234/20F dated 27/10/2020

AND WHEREAS, the offer No. CWPL-AM/6234/20F dated 27/10/2020 and subsequent clarification, explanation and all papers giving technical specification, connected therewith shall form an integral part of this agreement.

AND WHEREAS, the covenants as contained in the said offer and the terms and conditions referred to this agreement are acceptable to both parties hereto;

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NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS CONTAINED HERE-IN, THE PARTIES HERETO AGREE AS FOLLOWS:

- 01. SPECIFICATION OF THE GENERATOR: 3 (three) numbers new and complete Tempest Brand Diesel Generating Set of Model PS500, PS400 & PS200 powered by ALLAM MARINE LTD-UK Heavy duty Diesel engine capable of producing prime output of 500 KVA (420 KW), 400 KVA (320 KW) & 200 KVA (160 KW) respectively and stand by output of 550 KVA (440 KW), 440 KVA (352 KW) & 200 KVA (176 KW) respectively at 1500 RPM, 50 Hz, 3 phase, 4 wire, 400/415 volts, at 0.8 power factor directly coupled by Perkins, UK engine and Stamford, UK Alternator with built in synchronization panel (Between 400KVA and 500KVA). Technical specifications as are given in the offer No. CWPL-AM/6234/20F dated 27/10/2020.
- 02. STANDARD ITEMS: The following components will be inclusive with the Gen-sets:-
  - I. Standard Battery Charger
  - II. Built in Synchronization system (500KVA & 400KVA)
  - III. Flexible Bellows with bend
  - IV. Sub-Base Fuel tank
  - V. Auto Battery Charger
  - VI. AVR with control Capacity (±1.5%)
  - VII. Electronics Governor
  - VIII. Lead Acid Battery (12 Volt)
    - IX. Anti Vibration Mounting confirming zero vibration transfer.
- **03.PRICE**: The value of the Diesel Generating Sets is agreed at £65,000.00 (Sixty thousand GBP) which will be paid by SHAPTAK through LC to the Exporter. This price excludes all custom duty, VAT, AIT and other charges if applied. The L/C shall be issued by SHAPTAK in favour of the exporter with the P/I and other papers provided by CROSS WORLD.



Against installation and maintenance of the Diesel Generating Sets, an amount of £11,000.00 (Eleven thousand GBP) will be paid to CROSS WORLD by SHAPTAK after 30 days of L/C.

- 04. SHAPTAK will bear all costs for delivery of the Diesel Generating Set from Chattogram Port to the project site. However CROSS WORLD will take necessary arrangement with cost so involved for unloading and local carrying transfer of the at Project Site.
- 05. OPERATION OF THE AGREEMENT: This agreement shall be operative from the date of execution. The 2<sup>nd</sup> Party shall take the responsibility to the make the delivery of the generating sets at the project site of the 1<sup>st</sup> Party within 90 (Ninety) days of execution of this deed of agreement.
- 06. MODE OF PAYMENT: The total price of the said 3 (three) Generating sets are so fixed at £76,000.00 (Seventy Six Thousand GBP) up to Chittagong port only shall be paid by the 1st Party to the 2nd Party in the following manner:-
  - A. £65,000.00 only through L/C.
  - B. Equivalent BDT (Bangladesh Taka of £11,000.00 only after one month of favouring the exporter/manufacturer Allam Marine Ltd., United Kingdom L/C opening through the 2<sup>nd</sup> Party.
- 07. WARRANTY: The 2<sup>nd</sup> Party shall undertake to guarantee the equipment for manufacturing defects and/or any defects arising out of the installation for a period of 24 (Twenty Four) months from the date of successful installation, testing and commissioning.
- 08. INSTALLATION: The 2<sup>nd</sup> Party shall charge additional charge for the radiator & silencer ducting, local canopy works including its installation and necessary supervision of Generator Set. However Civil cost and material cost such as Canopy, cabling, Battery charging, earthling, extension pipe for silencer, exhaust etc. will be bone by the 1<sup>st</sup> Party.
- 09. FORMAL HANDOVER: After successful installation and testing of the Generators at the project site "27 Shaptak Square" Located at Plot No. 380(Old) 02(New), Road No. 27(Old) 16(New), Dhanmondi, Dhaka-1207 the 2<sup>nd</sup> Party will formally hand over the same to the 1<sup>st</sup> Party.

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- 10. **DELIVERY AND FAILURE TO PERFORM**: In case the 2<sup>nd</sup> Party fails to perform in accordance with the terms and conditions of this agreement, the 1<sup>st</sup> Party shall have the full right to take action as per the contract. The 2<sup>nd</sup> Party also conform that if they fail to deliver the Generators within the stipulated period as mentioned above at 1<sup>st</sup> Party's satisfied working site then a liquidated damage @ 0.5% per week of the contract value will be imposed on 2<sup>nd</sup> Party and this will be adjusted from the final bill of the 2<sup>nd</sup> Party. If the 2<sup>nd</sup> Party fails to deliver the Generators within this liquidated damage period (14 weeks) then the 2<sup>nd</sup> Party will be bound to refund/pay the whole amount which they had received from the 1<sup>st</sup> Party along with the damage charge as per clause# 12 of this deed of agreement.
- 11. LOSS/DAMAGES: The 2<sup>nd</sup> Party shall indemnify and keep indemnified the 1<sup>st</sup> Party (Buyer) against all losses and claims the injuries and damages any person or any property what so ever which may arise out of or inconsequence of commissioning and supervision of the work.
- 12. FORCE MAJEURE: "Force Majeure" shall be understood any event preventing the performance of the obligation under this order and which could not have been foreseen or avoided, natural disaster, earthquakes, flood, fires, explosions, accidents, epidemics, quarantine restrictions, war, invasion, acts of Government including but not prohibiting of exports and imports, restrictions/cuts in the use of power and similar incidents and any other cause beyond the control of the suppliers shall be considered as "Force Majeure" Circumstances.
- 13. MAINTENANCE: For proper maintenance after warranty period, if the 1<sup>st</sup> Party agrees the 2<sup>nd</sup> Party shall undertake maintenance as per both party's agreed terms and conditions of "maintenance agreement" will be done by the 1<sup>st</sup> Party or Users & 2<sup>nd</sup> Party. During the warranty period the engineers of the 2<sup>nd</sup> Party will periodically visit the site, carry out the inspection and if necessary will recommend for replacement of filters, oil etc. to be provided by the 1<sup>st</sup> Party or Users and executed by the 2<sup>nd</sup> Party.
- 14. ARBITRATION: All disputes arising out of and in connection with this order if not settled amicably, shall be finally settled under the rules of conciliation and arbitrators appointed in accordance with the Arbitration Act 1940 and the site of arbitral tribunal for Arbitration shall be at Dhaka, Bangladesh.

In witness whereof the parties hereto signed this agreement on the date aforementioned.

> For and on behalf of THE 1ST PARTY

Moh'd Jobed Ali Director

(Moh'd Jobed Ali) Director

Shaptak Grihayan Limited Shaptak Grihayan Limited Suite # C4-C5, House No. 17/1

Road No. 6, Dhanmondi, Dhaka-1205

For and on behalf of THE 2<sup>ND</sup> PARTY

(Engr. Md. Harunor Rashid) **Chief Operating Officer** Cross World Power Ltd.

Plot 1/B, Road-90, Gulshan-2, Dhaka-1212

Witnesses:

Engr. Md. Harunde Rashid. Executive Director Shaptak Grihayan Ltd.