

Ref. No. : GPIPL/ASCN/-/-/07-08
Date : October -, 200-

M/s. _

Kind Attn. : Mr. _

Subject : Offer for **Annual Service Contract (ASC)** for Model _
ESN # _ Deutz Gas Genset.

Dear Sir,

With reference to above, we are submitting herewith our offer for **Annual Service Contract (ASC)** for Model_ Deutz Gas Genset, based on your requirements, as per Annexure-A with Terms & Conditions and Scope of Contract for your reference.

Our offer has been submitted based on following essential inputs:

- A. Annual service Contract for maintaining _ Deutz Gas Genset by Green Power Service Team including schedule maintenance, service calls & breakdown calls. The spares required during schedule maintenance & service calls shall be provided by the Customer.
- B. We have included all schedule maintenance viz. E-10, E-30 & E-40 involved in the upkeep of the Genset during the ASC period.
- C. All schedule maintenance viz., E-50, E-60, E-70 & turbocharger repair is outside the scope of standard ASC.
- D. We have considered 8000 operating running hours of the machine per annum.
- E. Service Charges quoted are exclusive of Service Tax payable by Customer.
- F. Standard Scope of Work along with other terms & conditions are attached alongwith our Offer.

Contd. 2/.....

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Trust, the above is in line with your requirement.

We are looking forward to work with your esteemed organisation and remain at your disposal for any further information required in this regard.

Thanking you and assuring you of our best services at all times.

Yours faithfully

For **GREEN POWER INTERNATIONAL PVT. LTD.**

Encl. : As above

ANNEXURE – ‘A’

Price Offer For Annual Service Contract

Offer for Providing Services of Model_ Deutz Gas Based Genset
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S. No.	Description	Rate (Rs)
01	Towards the Annual Service Contract Charges of your Deutz Gas Genset ESN: _ Model : _ powered by Deutz Power Systems for the period w.e.f. _ to _ for twelve visit (maximum each Genset) in a year including breakdown calls & E-10, E-30 & E-40 schedule maintenance but excluding E-50, E-60 & E-70 Maintenances.	_ Per Annum (Rs. _ Per Annum)

NOTE:

1. Any foreign engineer's visit during Contract period shall be payable by Customer as actuals.
2. All spares & consumables required during visit shall be provided by customer.

Annexure – ‘B’

TERMS & CONDITIONS:

1. The above prices are exclusive of Current rate of Service Tax @ 12.36% (If any variation or change in the applicable rates shall be paid or re-imbursed by the owner, extra at actuals), any other taxes and duties leviable during the course of the Annual Service Contract etc., which shall be to owner's account.
2. Each visit under annual service contract shall be for max 8 Hrs.
3. The ASC prices are exclusive of E-50, E-60 & E-70 Scheduled Maintenance Charges. Service Charges are indicated in attached Annexure. Service Charges are exclusive of applicable Service Tax & Cess.
4. We have considered Maximum 8000 operating running hours per year.
5. Annual Service Charges fee of this agreement will be payable in advance for One year on the start of the period. We will raise our ASC invoice on yearly basis which you will release the payment within 7 days from the date of invoice.
6. No modification, amendment or other changes will be binding on any party unless consented to in writing by both parties. Law of India shall govern the agreement.
7. Failure by either party to exercise any of its rights under the agreement shall not be constitute a waiver of such rights. Neither party shall be deemed to have waived and right resulting from any failure to perform by the other unless it has made such waiver specifically in writing.
8. The Validity of the offer is 30 days from the date of offer.
9. This ASC Offer shall be subject to Force Majeure conditions.

SCOPE OF WORK FOR THE ASC CONTRACT

(A)	Green Power International Pvt. Ltd. Scope :
	- Engineer visit for carrying out schedule Maintenance of Gas Based Power Plant on visit based (visits to a max of 12 per annum).
	- Engineer will carryout preventive maintenance & troubleshooting of complaints to upkeep & achieve better performance of the Power Plant.
	- E-10, E-30 & E-40 Scheduled Maintenance (exclusive of consumable and spare parts etc. required for carry out these maintenance) is included in the contract.
(B)	Customer's Scope :
	- Scheduled Maintenance Spare Parts and Consumable as per recommendation of Green Power.
	- Providing Lube Oil, as required
	- Fuel (Gas) as per Schmitt Enertec Specification, Water, Coolant etc. to be provided at one point in the Power House
	- Office Equipment, Logbook, Furniture, Telephone etc.
	- Safe Storage Space for Storing Spare Parts, Tools & other Documents.
	- Housekeeping of the entire Power Plant area
	- All kinds of Insurances like for fire, earthquakes or breakdowns etc.
	- Break-down spares required to procure as per recommendation of Green Power beyond warranty period
	- Free Lodging / Boarding and local transport facilities for our engineer
	- Any other points other than specified in Green Power's Scope

FORCE MAJEURE :

Force Majeure Event : A “Force Majeure Event” shall mean any unforeseeable act or event that prevents the affected party from performing its obligations under this agreement or complying with any conditions required by the other party under this agreement if such act or event is beyond the reasonable control of and not the fault of the affected party and such party has been unable to avoid such act or event by the exercise of prudent foresight and due diligence such as a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo; (b) ionising radiation or contamination of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof; (c) rebellion, revolution, insurrection, military or usurped power and civil war; (d) riot, civil commotion, terrorism or public disorder except where solely restricted to employees of Supplier or any subcontractor (e) flood, lightning, cyclone, typhoon, earthquake, fire, explosion, shipwrecks, transportation accident or other accidents or act of God; (f) discovery of historically significant artefacts on the facility site.

ARBITRATION :

Applicable law shall be Indian Law.

Arbitration Rules : Any arbitration proceedings or award rendered hereunder and the validity, effect and interpretation of this Clause shall be governed by arbitration rules under the Indian Arbitration Act 1960.

JURISDICTION :

The arbitration proceedings shall be conducted in the courts of New Delhi.

All appendices and special conditions shall be mutually agreed between Green Power and the Purchaser before finalisation of Contract.