



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার  
বাংলাদেশ পাটগবেষণা ইনস্টিটিউট  
পাটবিষয়ক মৌলিক ও ফলিত গবেষণা প্রকল্প  
মানিকমিয়া এ্যাভিনিউ, ঢাকা-১২০৭।

ফোন : ৯১০৩১৪৭  
: ৯১০৩৪৭৫  
ফ্যাক্স : ৯১৪৬১৩৪  
ই-মেইল : barjbiri@gmail.com

তারিখ : ২০/০১/২০১৬ খ্রিঃ

স্মারকনং - বিজেআরআই/বিএআরজে-২৬৮/২০১৫/ ৮৩৯(২)

To  
Cross World Power Ltd.  
H: NE(O) 06, R: 92  
Gulshan-2, Dhaka-1212.

বিষয় : পাট বিষয়ক মৌলিক ও ফলিত গবেষণা প্রকল্পে নির্মিতব্য গ্রীণ হাউজের জন্য ২টি ৩৫০ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর ক্রয় ও স্থাপন এবং প্রকল্পে পূর্বে স্থাপিত ২টি ৫৫ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর স্থানান্তর কাজের কার্যাদেশ।

পাট বিষয়ক মৌলিক ও ফলিত গবেষণা প্রকল্পে নির্মিতব্য গ্রীণ হাউজের জন্য ২টি ৩৫০ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর ক্রয় ও স্থাপন এবং প্রকল্পে পূর্বে স্থাপিত ২টি ৫৫ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর স্থানান্তর কাজের লক্ষ্যে সরবরাহকারী প্রতিষ্ঠান হিসেবে আপনাদের দাখিলকৃত গত ১১/০১/২০১৬ খ্রিঃ তারিখের কোটেশনটি বিএআরজে কর্তৃপক্ষ কর্তৃক গৃহীত এবং চুক্তিপত্র স্বাক্ষরিত হওয়ায় বিষয়ে বর্ণিত কাজটি সম্পন্ন করার নিমিত্ত সর্বমোট ৯০,০০,০০০.০০ (টাকা নব্বই লক্ষ মাত্র) টাকায় কার্যাদেশ প্রদান করা হলো।

অতএব, নিম্নে বর্ণিত শর্ত মোতাবেক পাট বিষয়ক মৌলিক ও ফলিত গবেষণা (বিএআরজে) প্রকল্পে, সংযুক্ত তালিকায় উল্লেখিত কাজটি সম্পন্ন করে কর্তৃপক্ষকে বুঝিয়ে দিয়ে অর্থ পরিশোধের নিমিত্ত ৪ (চার) কপি বিল প্রকল্প পরিচালক, পাট বিষয়ক মৌলিক ও ফলিত গবেষণা প্রকল্প, মানিক মিয়া এভিনিউ, ঢাকা ১২০৭ বরাবর দাখিল করার জন্য নির্দেশক্রমে অনুরোধ করা হলো।

**শর্তাবলী:**

- ১। Contact এর সকল শর্ত মেনে কাজটি সম্পন্ন করতে হবে।
- ২। কার্যাদেশ প্রাপ্তির পর আগামী ০৫-০৫-২০১৬খ্রিঃ তারিখের মধ্যে ২টি ৩৫০ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর সরবরাহ ও স্থাপন এবং প্রকল্পে পূর্বে স্থাপিত ২টি ৫৫ কেভিএ ক্ষমতা সম্পন্ন জেনারেটর স্থানান্তর কাজটি সম্পন্ন করে কর্তৃপক্ষকে বুঝিয়ে দিতে হবে।
- ৩। সরকারী বিধি মোতাবেক কৃত কাজের বিল হতে ভ্যাট, আয়কর কর্তন করা হবে।
- ৪। কাজটি অতীব জরুরী বিধায় নির্ধারিত সময়ের মধ্যে অবশ্যই সম্পন্ন করতে হবে।
- ৫। বিশেষ কোন কারণ ব্যতীত নির্ধারিত সময়ের মধ্যে কাজটি সম্পন্ন করতে ব্যর্থ হলে Contact এর শর্ত মোতাবেক ব্যবস্থা গ্রহণ করা হবে।
- ৬। মোট বিল থেকে Contract এর শর্ত অনুযায়ী ১০% হারে নিরাপত্তা জামানত কর্তন করা হবে। উক্ত ১০% নিরাপত্তা জামানত Contract এর Chapter-3 এর অনুচ্ছেদ- 8.1 এর শর্ত অনুযায়ী পিপিআর/০৮ এর বিধি ২৮(২) মোতাবেক ফেরত দেয়া হবে।
- ৭। জেনারেটর আমদানি সংক্রান্ত সকল কাগজ যেমন : এলসি কপি (কার্যাদেশ প্রদানের ৭ দিনের মধ্যে প্রকল্প অফিসে দাখিল করার জন্য অনুরোধ করা হলো), প্রস্তুত কারকের সাথে ই-মেইল যোগাযোগ, কাস্টম ক্লিয়ারেন্স সংক্রান্ত কাগজ পত্র ইত্যাদির কপি জেনারেটর সরবরাহের সময় দাখিল করতে হবে।
- ৮। সরবরাহের স্থান : বিএআরজে অফিস, বিজেআরআই, ঢাকা - ১২০৭।

*M. M. Alam*

(ড. মোঃ মনজুরুল আলম)  
সিনিয়র প্রোগ্রাম ম্যানেজার

সংযুক্তি : ১। আপনাদের দাখিলকৃত দরপত্রের ফটোকপি।

২। Contract এর স্বাক্ষরিত কপি।

**বিতরণ :**

- ১। জনাব সুমন বড়ুয়া, ইলেকট্রিক কন্সালটেন্ট, বিএআরজে প্রকল্প, বিজেআরআই, ঢাকা।
- ২। জনাব আব্দুল আলিম, ফিন্যান্সিয়াল স্পেশালিষ্ট, বিএআরজে প্রকল্প, বিজেআরআই, ঢাকা।
- ৩। জনাব মোঃ সাইদ উদ্দিন (স্টোর ইনচার্জ), বিএআরজে প্রকল্প, বিজেআরআই, ঢাকা।

*M. M. Alam*  
21.01.2016

(ড. মোঃ মনজুরুল আলম)  
সিনিয়র প্রোগ্রাম ম্যানেজার



Name of work : Supply, Installation, testing & commissioning of New 2 Nos. 350KVA Generators, Shifting & Installation of old 2 Nos. Generators (55 KVA each) for GREEN HOUSE, at BARJ Project, BJRI.

(A) New 2 Nos. 350KVA Generators

	Description of item	Quantity	Unite Rate	Amount
1.	<p><b>350KVA THREE PHASE GENERATOR (Brand Tempest) (WITH AUTO TRANSFER SWITCH)</b></p> <p>Supply of 400 / 230 V, 3-phase, 50 Hz. air/water cooled, floor mounted, indoor type following continuous capacity (Prime Power) electric generating set suitable for tropicalized country complete with four stroke, 1500 rpm, diesel engine with all standard accessories, viz. 12/24 volt DC battery &amp; auto battery charger with ammeter, radiator assembly, oil &amp; fuel pump, auto speed governor, air cleaner, fuel &amp; oil tank, fuel level &amp; oil pressure gauge, RPM &amp; hour meter, exhaust silencer, vibration isolator, mounting steel base frame etc including a safety &amp; protection device viz. auto shut off with indicators for overload, over &amp; under voltage high temperature, low oil pressure, over speed, low fuel level etc. coupled with brush less, self excited alternator having control panel with auto voltage regulator, voltmeter &amp; ammeter with selector switch, frequency meter,</p> <p>TPMCCB of required rating for overload &amp; instantaneous short circuit release, auto start &amp; auto change over to load within 10 sec during normal power failure and auto stop &amp; auto change over to normal supply within 5 minutes after restoration of normal power supply, Engine cooling time : 3-5 minutes maximum, indicator for 3 Phase ON-OFF - Trip etc including maintenance tools, 3 sets of detailed technical catalogues &amp; maintenance manual. Manufactured, assembled and tested in accordance with NEMA / IEC / VDE / JIS standards (subject to satisfy standard test and approved by Authority).</p> <p>The generator set shall be assembled &amp; tested in UK. The major components like engine (Brand: Perkins), alternator (Brand: Mecc Alte, UK), Control Module ( Brand: Deepsea, UK), ATS (Made by Allam Marine Ltd.), Should also be manufactured and tested in UK &amp; accepted/approved by the Authority.</p>	02 Nos.	4,313,125.00	8,626,250.00
2.	<p>Installation, testing &amp; commissioning of above mentioned 2 (Two) generator on prepared RCC pad with the help of necessary T &amp; P, skilled labour, technician, Engineer including 2 hrs / 5 day trial run operation by skilled operator with supply of necessary fuel &amp; lubricant as per manufacturers instruction manual and in accordance with relevant IEC/NEMA/VDE/JIS standards so that vibration transfer rate to foundation shall be almost zero.(Including all Electrical Cable Generator to ATS, 4 Nos. Earthing Boring, Earthing Pit, Earthing copper Lead, Earthing cable, Earthing Block, Radiator Hot air Duct &amp; necessary Electrical &amp; mechanical Fittings).</p>	1 Job	1,087,800.00	1,087,800.00
		Sub Total Tk (A) =		9,714,050.00

*Suman Barua*  
06.01.2016

(Suman Barua)  
Electric Consultant

Basic and Applied Research on Jute Project  
Bangladesh Jute Research Institute, Dhaka

Electric sub station (G.H)

*H. Alam*  
06.01.2016

(Dr. Md. Mohibur Alam)  
Senior Program Manager  
Basic & Applied Research on Jute Project  
Bangladesh Jute Research Institute, Dhaka-1207



SL. No.	Description of item	Quantity	Rate	Amount
1.	Shifting, installation, testing & commissioning 55 KVA 2nos. old generator on prepared RCC pad with the help of necessary T & P, skilled labour, technician, Engineer including 2 hrs / 5 day trial run operation by skilled operator with supply of necessary fuel & lubricant as per manufacturers instruction manual and in accordance with relevant IEC/NEMA/VDE/JIS standards so that vibration transfer rate to foundation shall be almost zero.(Including re-installation of ATS 1 No. Earthing Boring, Earthing Pit, Earthing copper Lead, Earthing cable, Earthing Block, Radiator Hot air Duct & necessary Electrical & mechanical Fittings).	1 Job	326,250.00	326,250.00
Sub total Tk (B) =				326,250.00
Total Tk (A+B) in Figure =				10,040,300.00
(Less) Special discount				1,040,300.00
Grand Total (VAT+AIT)				9,000,000.00
Total Tk (A+B) in words = BDT Nine Million only				

*[Signature]*  
22/02/2016

*[Signature]*  
06.01.2016  
(Suman Barua)  
Electric Consultant  
Basic and Applied Research on Jute Project  
Bangladesh Jute Research Institute, Dhaka

*[Signature]*  
06.01.2016  
(Dr. Md. Monjurul Alam)  
Senior Program Manager  
Basic & Applied Research on Jute Project  
Bangladesh Jute Research Institute, Dhaka-1207







কজ

৬০৮৭৯৪০

## CONTRACT

## BETWEEN

Project Director, Basic and Applied Research on Jute (BARJ) Project, Bangladesh Jute Research Institute (BJRI), Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207 (hereinafter referred to as BARJ/Purchaser) of the ONE PART.

## AND

Cross World Power Ltd. House # NE(O) 06, Road # 92, Gulshan-2, Dhaka-1212, Bangladesh (here in after referred to as Supplier) of the OTHER PART.

## For

“Supply, Installation, testing & commissioning of New 2 Nos. 350 KVA Generators for GREEN HOUSE and Shifting & Installation of old 2 Nos. Generators (55 KVA each) at Basic and Applied Research on Jute (BARJ) Project, BJRI.”





কজ ৬০৮৭৯৪১

**Chapter - 1**

**CONTRACT**

This Contract is executed in Dhaka, Bangladesh on this the 21 day of January, 2016.

**BETWEEN**

Project Director, Basic and Applied Research on Jute (BARJ) Project, Bangladesh Jute Research Institute (BJRI), Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207 (hereinafter referred to as Purchaser) of the ONE PART.

**AND**

Cross World Power Ltd. House # NE(O) 06, Road # 92, Gulshan-2, Dhaka-1212, Bangladesh (here in after referred to as Supplier) of the OTHER PART.

**WITNESSETH**

**1. WHEREAS** BARJ invited quotation for “Supply, Installation, testing & commissioning of New 2 Nos. 350 KVA Generators for GREEN HOUSE and Shifting & Installation of old 2 Nos. Generators (55 KVA each) at Basic and Applied Research on Jute (BARJ) Project, BJRI.”

**AND**

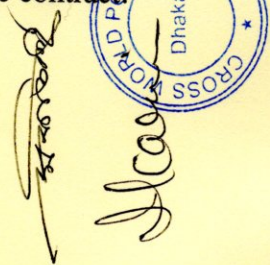
**2. WHEREAS** the Supplier made their technical and commercial proposal of their quotation, dated 11-01-2016 and whereas BARJ has accepted their proposal vide Notification of Award No. BJRI/BARJ-268/2015/ ; dated: 12/01/2016.

**NOW THEREFORE**, in consideration of the payment by BARJ of the sum of BDT Taka 90,00,000.00 (Taka Ninety Lac Only) to be paid in the manner described below and according to the terms and conditions laid down herein, the Supplier agrees to:



3. The following attached documents shall automatically become inseparable part of the contract.

- i) Chapter-2 : Definitions
- ii) Chapter-3 : Terms and Conditions of the Contract
- iii) Detail BoQ and other Annexure shall also be part of the Contract.



## Chapter - 2

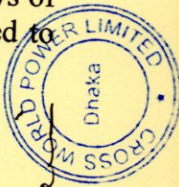
### DEFINITIONS

In this Tender Document the words herein below set forth shall have the following meanings, unless otherwise stated.

- 2.1. **"BARJ"** means Basic and Applied Research on Jute (BARJ) Project, Bangladesh Jute Research Institute (BJRI), Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207.
- 2.2. **"Purchaser"** means Project Director, Basic and Applied research on Jute (BARJ) Project  
**"Supplier"** means Cross World Power Ltd. House # NE(O) 06, Road # 92, Gulshan-2, Dhaka-1212, Bangladesh (here in after referred to as Supplier) of the OTHER PART.
- 2.3. **"Quotation", "Bid" or "proposal"** means the written offer in response to this INVITATION FOR QUOTATION.
- 2.4. **"Contract"** means the written agreement concluded between BARJ and Supplier for the execution of the Purchase.
- 2.5. **"Contract Price"** means the amount payable to Supplier under the Contract for the full and proper performance by Supplier of his part of the Contract as determined under the provision of the Contract.
- 2.6. **"Work"** means all the work (both equipment & Service as here in after defined) under the contract up to the issuance of the last Satisfactory Performance certificate of the system including "Supply, Installation, testing & commissioning of New 2 Nos. 350 KVA Generators for GREEN HOUSE and Shifting & Installation of old 2 Nos. Generators (55 KVA each) at Basic and Applied Research on Jute (BARJ) Project, BJRI" cleaning up of the site, submission of all the documents (Technical, commercials, legal and other as specified in this contract) and providing services and warranty for specified period.
- 2.7. **"Equipment"** means Supply any and all kinds of equipment, apparatus, materials and things that are to be provided by the Supplier to BARJ under the Contract.
- 2.8. **"Service/ Services"** means full installation and testing services of the equipment including survey, repair/ replacement of faulty parts, relevant software etc., as provided under the contract.
- 2.9. **"BoQ/Bill of Quantity"** means the list of items (including the quantities and unit & total prices) of Equipment's and services required for full completion of the contract.
- 2.10. **"Site"** means Basic and Applied Research on Jute (BARJ) Project Building, Bangladesh Jute Research Institute (BJRI), Manik Mia Avenue, Sher-e-Bangla Nagar, Dhaka-1207.
- 2.11. **"Supplier's Goods"** means any and all kinds of equipment, machinery, tool, material and temporary facilities that are necessary for the execution of the work and owned by the Supplier (excluding any material listed in the contract BoQ).
- 2.12. **"Coming into Force"** Coming into force of the Contract means (a) Submission of Performance Guarantee by the Supplier and (b) Signing of the contract by both parties.



- 2.13 "Documents" Submit copy of import related all documents i. e. L.C. (within 15 days of contract signing), e-mail correspondence with principal/manufacture, papers related to custom office etc. at the time of supply.



### Chapter - 3

#### **Terms and Condition of the Contract**

##### **3.1. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

##### **3.2. Laws, Rules and Regulations**

The laws, rules and regulations of the Government of the people's republic of Bangladesh having jurisdiction over the project shall govern with the same force and effect as if written herein. Where such laws, rules and regulations conflict with the Contract, the laws, rules and regulations of the Government of the People's Republic of Bangladesh shall prevail.

##### **3.3. Supplier's Duties**

Supplier shall perform his duties in accordance with the Contract and Supplier's bid proposal.

##### **3.4. Supplier's Risk**

3.4.1 Supplier shall take upon himself the whole risk of executing the work according to the implementation time schedule and the equipment's obtained for the purpose of the Contract and the services executed by him under the Contract shall be at his risk until the Acceptance Certificate of the System is issued.

3.4.2 If any Software, hardware, service or any other equipment required for proper completion of the work which is not mentioned in the BoQ, Supplier shall provide such kind of items "Free of Charge".

##### **3.5. Transfer of Title**

3.5.1 The entire title of the System shall be automatically passed to BARJ at the issuance of the Acceptance Certificate of the System after testing.

##### **3.6. Country of manufacturer & Origin of Goods**

Submit authentication letter of manufacturer of each part of all equipment (i. e. engine, alternator, Control Module, ATS etc.) from manufacturer company to the purchaser.

##### **3.7. Performance Security Bond**

3.7.1 The Supplier, having been issued a Letter of Intent by BARJ, with its answer to the Letter of Intent, the supplier has submitted a "Performance Security Bond".

3.7.2 The amount of the Performance Security Bond is Taka 9,00,000/- (Taka Nine Lac Only).

3.7.3 The bond is submitted in the form of Pay Order/Bank Guarantee from (Bank name) the original copy of the Guarantee has been submitted to Project Director, Basic and Applied Research on Jute (BARJ) Project and a copy is attached as annexure - C of this Contract document.



- 3.7.4 The bond has been issued in favor of Project Director, Basic and Applied Research on Jute (BARJ) Project. The validity of the bond is 30 June 2016, which is extendable as per the Contract.
- 3.7.5 The proceeds of Performance Security bond shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to any parts or work complete its obligations under the Contract.
- 3.7.6 Performance Security Bond will be discharged by the concerned office of BARJ and returned to the Supplier not later than 30 (thirty) days following the date of completion of the Supplier performance obligations, under the Contract.

#### **4. Effective Date of Contract (EDC)**

- 4.1 The "Contract" shall be deemed to have come into effect if all of the following conditions are fulfilled:
- i) The Supplier has submitted Performance Bond.
  - ii) The supplier has provided necessary documents as instructed by BARJ authority in the notification of award.
  - iii) The contract has been signed by both parties.
- 4.2 Such date shall be termed as "Effective Date of Contract (EDC)" for this contract.

#### **5. Packing and Marking**

- 5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods, final destination and the absence of heavy handling facilities at all points in transit and weather conditions in all relevant countries.

#### **6. Liquidated Damages**

- 6.1 If the Supplier fails to deliver any or all of the goods or fails to perform the services, within the time and way as described in the Contract, BARJ without prejudice to its other remedies under the Contract, deduct from the contract price, as liquidated damages a sum equivalent to one percent (1.0%) of the total price of the delayed delivered Equipment or unperformed services for each seven (7) calendar days of delay until actual completion of performance.
- 6.2 Should the total of such deduction reaches a maximum of 10% (ten percent) of the total price of equipment or services or services, the purchaser may, at its own discretion, consider termination of the Contract.

#### **7. Transportation**

All types of foreign and local transportation including loading-unloading shall be supplier's responsibility.

#### **8. Terms of Payment**

The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as by shipping documents, submitted, pursuant to paragraph below and upon fulfilment of other obligations stipulated in the Contract.



## **8.1 Payment for Contract Price for Equipment**

Payment for Contract Price for equipment in Local Currency:

- i) 90% (Ninety percent) of the total bill amount shall be paid immediately after completion of the work and upon receiving the Acceptance Certificate after testing.
- ii) Rest 10% (Ten percent) of the total bill amount shall be paid after 1 year of satisfactory operation of the supplied equipment.
- iii) Performance Guarantee will be release after receiving Final bill.

## **9. Guarantee Period for the Equipment**

**9.1.** The contract includes a guarantee period for all the equipment and services covered by this purchase. The guarantee period shall deemed to have started from the issuance of the Acceptance Certificate of the supplied systems and last for 1 (One) calendar year. The Guarantee shall cover all faulty machineries replacement, relevant servicing of the entire system covered by this purchase except consumable items.

**9.2** If any equipment fails during this guarantee period, the Supplier shall change this equipment at his own cost.

## **10. Guarantee for Supply of Spare Parts**

The Contractor provides the guarantee to the effect that, he shall guarantee the flow and availability of all spare parts and units for at least 10 (Ten) years from issuance of the Acceptance Certificate.

## **11. Installation Material and Tools**

- a. The two new generator sets will be delivered from UK to Bangladesh port to BARJ project site directly.
- b. The contractor shall supply all Installation Materials and tools for all of the equipment and provide foundation detail drawing of each genset (4 nos) within 10 days of contract signing covered by this Contract.

## **12. Contract Amendments**

No variation in or modification of the Contract shall be made except by written amendment signed by both parties.

## **13. Assignment**

The Supplier shall not assign to any Organization or Sub-Supplier(s) in whole or in part its obligations to perform under the contract, except with the purchaser's prior written consent.

## **14. Subcontracts**

The Supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **15. Delays in the Supplier's Performance**

**15.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its Contract.

**15.2** An unexcused delay by the supplier in the performance of its delivery or implementation obligations shall render the supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.



- 15.3 If any time during performance of the contract, the supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract. Providing of such extension does not in any way relieve the supplier/Supplier from facing the liability of liquidated damage charges as stipulated in clause 6, unless the extension is made to meet the requirements of the executing agency.

**16. Termination for Default.**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (a) If the supplier fails to deliver any or all of the goods within the time period (s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) If the supplier fails to perform any other obligations under the Contract.

- 16.1 In the event the purchaser terminates the contract in whole or in part, pursuant of Para 16, the purchaser may procure, upon such terms and in such manner as it deems appropriate, good similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

**17. Termination for Insolvency**

The purchaser may at any time terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent or failure to act above mentioned criteria provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**18. Notice**

For the purpose of all notices, the following shall be the address of the purchaser and Supplier.

**Purchaser:**

Project Director  
Basic and Applied Research on Jute (BARJ) Project  
Bangladesh Jute Research Institute (BJRI)  
Manik Mia Avenue,  
Dhaka-1207.



**Supplier:**

Chief Operation Officer  
Cross World Power Ltd.  
House # NE(O) 06, Road # 92,  
Gulshan-2, Dhaka-1212, Bangladesh.

**19. Supplier's personnel.**

- 19.1** The supplier shall ensure that the staff he provides under the contract is suited in skill temperament for the conditions and environment in which the work are to be implemented and that at least one member of such staff can converse fluently and competently discuss technical matters.
- 19.2** All the staff involved in service support shall follow the NDA (Non Disclosing Agreement) for the research specific information that may come into his/her notice during Supply and/or service support.

**20. Taxes and Duties**

- 20.1** The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies for all goods, materials and services relevant to this contract.
- 20.2** The price is including all the taxes and duties, payable under government laws for all goods and materials in connection with the BoQ of the contract.

**21. Target Date for Completion and Delivery Periods.**

The target date of completion for project implementation shall be **15 (Fifteen) weeks** from the "**Effective Date of Contract (EDC)**". The Target date, however, may be improved depending upon the implementation time schedule of the contractor.





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**22. Annexure to Form Part of Contract.**

- i) Annexure-A: The Bill of Quantity (BoQ)
- ii) Annexure-B: Bond for Guarantee and Service
- iii) Annexure-C: Performance Bank Guarantee

IN WITNESS WHEREOF the parties here to have signed this Contract in Dhaka on the day, month, year first above written.

**For the Purchaser:**

**(Dr. Md. Kamal Uddin)**

Project Director

Basic and Applied Research on Jute Project  
Bangladesh Jute Research Institute  
Manik Mia Avenue,  
Dhaka-1207.

**For the Supplier:**

**(Iftekhar Karim)**

Chief Operation Officer  
Cross World Power Ltd.

House # NE(O) 06, Road # 92,  
Gulshan-2, Dhaka-1212, Bangladesh.

Witness:

1.

**(Dr. Md. Monjurul Alam)**  
Senior Program Manager

Basic & Applied Research on Jute Project  
Bangladesh Jute Research Institute, Dhaka-1207

2.

**SUNAN BARUA**

Electric Consultant

3.

**Tabibul**

Tabibul Islam  
Civil Consultant

Witness:

1.

**Masudur Rahman Khan**  
GM, Sales  
Cross-World power limited.

2.

**S.M. Mohidur Rahman**  
Manager, Admin  
Cross World Power Ltd.

3.

**Md. Sohul Uddin Bhuiyan**  
Manager (Sales)  
CrossWorld power Ltd. 9 of 9