

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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করা ১১৬৯৩৭৭

### DEED OF AGREEMENT

This DEED OF AGREEMENT is made on June 05, 2016 Christian era.

#### BETWEEN

**Bangla Japan Trading Ltd**, Alia Madrasha Road, Unik Bustand, Asulia, Savar is the 'FIRST PARTY', which expression, where the context so admits shall include its successors in interest and assigns of the FIRST PARTY.

#### AND

**M/S. CROSS WORLD POWER LTD.** having its office at House # NE (O) 06, Road # 92, Gulshan-2, Dhaka-1212, Bangladesh, the local agent and exclusive distributor of **TEMPEST Brand, Perkins Engine**, Diesel Generating Set, hereinafter referred to as the Contractor or Supplier which expression, where the context so admits shall include its successors in interest and assigns of the SECOND PARTY.

**W H E R E A S** the Second party has made the offer vide has letter no. **Ref: CWPL-AM/1558/16-** Fdated June 05, 2016 for supply, install, test and commission of **80 KVA (Prime) Tempest Brand Perkins engine with Macc-Alte alternator.**

#### Terms and conditions:

**A.1. Gen-Set details:** Brand new 80 KVA (Prime) Tempest, UK Perkins Diesel Generating Set Model: PM80, 415/240 V, 3 Phase, 4 Wire, 50 Hz, 0.8 P.F. Powered by Perkins Engine Model **1104A-44TG2** for 80 KVA, 1500 RPM coupled with Macc-Alte Alternator C/w Set Mounted Automatic Start (AMF) Control Panel, Main Line Circuit Breaker, with base Fuel Tank, Silencer, Flexible Bellows, Operational & Maintenance manuals and other standard accessories as per our offer. **Total Quantity of Gen-Set: 1 No. (One).**

**A.2. Work Scope:** The supplier agreed to carry out supply, installation, testing and commissioning of the Gen-Set at site & the 1<sup>st</sup> party will provide all kinds of commissioning materials.

**A.3.** The other technical specifications as mentioned in the offer No. **Ref: CWPL-AM/1558/16-** Fdated June 05, 2016.





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**A.4. Delivery schedule:** The 2<sup>nd</sup> Party will make delivery of the generating set at the project site as per schedule date "subject to force- majeure" beyond our control and installation of the generator to be completed within 05 to 07 days from the date of delivery.

**B.1. PRICE:** Total price for generator with Local ATS is BDT. 11, 90,000.00 (One Million One Hundred And Ninety Thousand Taka Only)

**Schedule of payment:**

The 1<sup>st</sup> Party has made the schedule of payment to the 2<sup>nd</sup> Party is as follows:

**B.2. BDT 10, 71,000.00** (One Million Seventy One Thousand Taka only) as advance (90% of Total Amount) Before Delivery of generating set.

**B.2. Balance BDT 1, 19,500.00** (One Hundred Nineteen Thousand and Five Hundred Taka Only) to be paid by Postdated check fifteen Days from the date of delivery (Balancing Amount 10% of Total Amount).

**Warranty:**

The supplier shall provide guarantee of their equipment against any manufacturing, materials & workmanship defect of 12 (Twelve) months period from the date of commissioning or 1500 hours whichever comes first. However warranty doesn't cover improper maintenance by the user, consumable items like lube oil and filters, servicing by unauthorized person, running the gen set above its capacity or any unauthorized modification of the gen set.

**Services:**

The supplier will provide 12 months free services 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.



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In witness whereof:

Both the Buyer & supplier have conceded in this agreement to be executed with their seal & signature as of the day & year first above written.

For and on behalf of "Bangla Japan Trading Ltd".

**Biplob Kumar Roy**  
Managing Director

Witness:

- 1.
- 2.

For And On behalf of "Cross-World Power Ltd."

**Iftekhar Karim**  
Chief of Operation (COO)  
Cross World Power Ltd

Witness

1. Engr. Md. Moshir Rahman

2. Mohammad Sofikul Islam