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CONTRACT OF SALE AND PURCHASE OF 30 KVA(Standby) GENERATOR

This DEED OF AGREEMENT for the Generating Set is made on May 3, 2017, Christian era.

BETWEEN

Wealth Ascertain Ltd. having its office at House: 137, Novel House, Shantinagar, Dhaka-1217, hereinafter referred to as the 'Buyer' also called 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 # 1/B, Road # 90, Gulshan-2, Dhaka-1212, Bangladesh, the local agent of Tempest brand, 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 /0776/17F dated April 23, 2017 for supply, installation, testing and commissioning of 30KVA(Prime)/33KVA (Standby) rated Tempest Brand diesel generators with Perkins, UK engine and Meccalte, UK alternator and with local ATS and Canopy.

Details scope of supply: The second party will ensure the following scope of supply to the first party.

01. 30KVA (Prime)/33KVA (Standby) rated Tempest Brand diesel generator with local ATS and canopy.
02. Carrying to site, Installation and commissioning of the generator with commissioning materials like, lube oil, coolant, power cable, control cable, silencer pipe extension as per the BOQ offer etc.

Terms and conditions:



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PRICE:

The price of the 30KVA(Prime)/ 33KVA (Standby) rated Tempest Brand diesel generator is Tk. 870,000/- (Taka Eight lac Seventy thousand only.)

Delivery schedule:

2nd party will ensure the delivery of the generator to the first party site after 10 to 15 days of work order with payment, provided the site is ready to deliver.

Schedule of payment:

The 1st Party will make the schedule of payment to the 2nd Party as per followings:

P.1. 600,000/- (Six hundred thousand) as advance with work order.

P.2. 270,000/- (Two hundred seventy thousand) to be paid within one month of delivery against a PDC No.....

WARRANTY:

- PRODUCTS:** SECOND PARTY provides a replacement or repair warranty for 24 months or 3000 hours whichever comes early for any manufacturing defect of the product, starting from the date of delivery.
- SERVICE:** SECOND PARTY provides a service warranty for 24 months from the date of delivery. During this maintenance period if any Parts, Modules/spares are to be required, while the unit are used (without consumable items) the Second Party shall be liable to supply/ replace and install the same immediately free of cost.
- Spare parts:** SECOND PARTY will ensure the availability of the spare parts of the delivered and installed Generator.
- After 24 month Free Servicing period, SECOND PARTY will have the option to make the Annual Maintenances Contract (AMC).



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SAFETY ON SITE:

The Second Party shall ensure that while working at site his men are following all the safety rules and using all the appropriate safety gadgets/ means in order to avoid hazards/ accidents.

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.

On behalf of
First party (Buyer)

Md. Nahid Reza
Managing Director,
Wealth Ascertain Ltd.

Witness

1.

2.

On behalf of
2nd party (Supplier)

Iftekhar Karim
Chief Operating Officer (COO)
CROSS WORLD POWER LTD

Witness

1.

2.