

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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**AGREEMENT FOR SUPPLYING, INSTALLATION, TESTING & COMMISSIONING OF BRAND NEW TEMPEST 2
X 2440kW PRIME DIESEL GENERATOR (DG) WITH SYNCHRONIZATION AND AUTOMATION**

THIS AGREEMENT is made on 24th May 2017 AD. Between Cross World Power Limited having their office at Plot 1/B, Road 90, Gulshan - 2, Dhaka - 1212, Bangladesh hereinafter referred to as 'the 1st Party', and Silver Composite Textile Mills Limited, UNIT 3 Textile, Head Office: Silver Tower (17th Floor) 52 Gulshan Avenue, Gulshan - 1, Dhaka - 1212, Bangladesh. Hereinafter referred to as 'the 2nd Party' of the Other Part;

NOW IT IS AGREED here to as follows:

1. The 2nd Party agrees to buy Generator(s) and open Foreign LC directly for 2 X 3050kVA prime (2440kW) Tempest diesel generator set (Model: MS3050) with accessories from Allam Marine Ltd, having their office Wyke Way, Melton, Hull, HU14 3BQ, England through the 1st party.
2. The price of the said generators has been fixed at GBP 900,000.00 (Nine Hundred Thousand GBP only) for 2 X 3050kVA (Model: MS3050). Each package includes
 - MTU® 20V4000G63L Prime rated Engine
 - Stamford® LVSI804T Alternator (2440kW @ 0.8 PF)
 - Covrad® Combo Heat Exchanger
 - Covrad® Radiator2 sets DG Complete package will be shipped from any port of United Kingdom and delivered to Chittagong Port.
3. 2nd Party will visit the production facility of Allam Marine Ltd, Wyke Way, Melton, Hull, HU14 3BQ, England in any convenient date mutually agreed by both parties.
4. 2nd Party will complete the formalities of port clearing, forwarding of the said goods and will transport the goods to their nominated factory's generator house.
5. 1st Party will mount the delivered goods on generator house base at Silver Line Composite Textile Mills Limited, BK Bari, Taitoly, Hotapara, Gazipur and install the gen-set. All installation materials will be provided by 2nd Party. 1st Party will do all pre-engineering works and will provide complete material list and drawings for seamless installation and smooth operation. Material List will be provided within 10 (Ten) working days from the date of Contract. Gen-set testing, commissioning will be done by 1st Party. Consumables (Fuel, Oil etc.) during commissioning period and onwards will be provided by 2nd Party.
6. 1st Party will ship the said goods within 12 to 14 weeks after receipt of complete irrevocable L/C at sight from 2nd Party.

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7. 1st Party will give warranty of the said goods as per Allam Marine Ltd. standard warranty policy. Diesel Gen-set with auxiliary warranty will be 02 (two) years or 3000 (Three Thousand) hours whichever comes earlier. All spare parts provided by the 1st Party (except consumables) with related service will be warrantable for the same period, that is, 2 years or 3000 hours whichever comes earlier. Consumable includes filters (Fuel, Air, Lube-oil and Crank-case), Lube-oil, Injector, Coolant, elements of Water separators etc. will be out of warranty.
8. 1st Party will ship the goods brand new and goods have been tested in accordance with ISO8528. All goods will be as per technical specification enclosed herewith.
9. Trans-shipment will be allowed and partial shipment will not be allowed.
10. The warranty period mentioned-above will cease to exist if during the said period the 2nd Party either sells the said generators and equipment to anybody else or shifts the machine and equipment to any other place or the generators serviced by engineers other than 1st Party nominated experts or otherwise.
11. 1st Party will be responsible for installation, testing and commissioning of the Generator sets and Auxiliaries. If foreign experts required, 1st party will arrange all expenses at their own cost. Service support will be free of cost and will be 24 X 7 basis for 365 days of calendar year during warranty period.
12. The 1st party guarantees 2nd party that supplied 2 X 3050 KVA (2440kW) prime gen-set are brand new MTU Engine (Germany) with Stamford Alternator, U.K (2440kW @ 0.8 PF) and Accessories (Covrad Combo Heat Exchanger, Covrad Remote Radiator) Country of Origin-UK, Manufacturing, Assembled, shipment from UK.
13. The 2nd Party agrees to buy LT panels/Full automation with Synchronous with Gas Gen-sets, Diesel Gen-sets, REB and load management for smooth operation, Generator control Panels and Master Control Panel from 1st Party as per Technical and commercial terms and conditions of the offer submitted by 1st Party. Since it is package deal for full automation and Synchronous with REB, Gas Gen-sets, Diesel Gen-sets, Existing Source, THEREFORE 1st Party will handover to 2nd Party with complete functionality as per 2nd Parties' desire of full synchronization with Diesel, Gas Gen-sets, REB and will provide on-site training to 2nd Party until 2nd party is fully satisfied. Completion time for the above automation is limited to 10 (Ten) days after the completion of Diesel Gen-set electro-mechanical installation work at site.
14. Price of clause 13 has been fixed at BDT 6,500,000.00 (Sixty Five Lacs BDT only)
15. Cooling System, Fuel System, Fuel Tanks, Exhaust System, Ventilation system, Crank Case system, Lubricant Handling system, Pipe and fittings, Pumps for coolant and fuel, Ventilation fans,

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Motor starter system will be arranged by 2nd Party as per all designs and related BOQ provided by 1st Party. 1st Party will be responsible for fabrication, installation and commissioning.

16. All power cable and accessories will be arranged by 2nd Party and 1st Party will arrange control cables, installation and testing of the control cables.

17. 1st Party will submit all relevant test reports associated with the above Gen-sets & Accessories before the shipment of the consignment.

WHEREOF the parties have put their respective signatures hereunder the day and year first hereinabove written.

First Party

Iftekhar Karim
Chief Operation Officer,
For Cross World Power Limited

Second Party

M. A. H. Salim
Managing Director

Silver Composite Textile Mills Ltd.(Unit-3,Textile)

