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### Contract Agreement

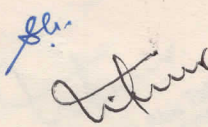
THIS AGREEMENT made the 10<sup>th</sup> September 2017 between **EASTERN UNIVERSITY**, House 26, Road 5, Dhanmondi, Dhaka-1205 (hereinafter called "the First Party") of the one part and **CROSS WORLD POWER LTD.** Plot 1/B, Road 90, Gulshan 2, Dhaka 1212, Bangladesh (hereinafter called "the Second Party") of the other part:

WHEREAS the Procuring Entity invited Quotations for **supply and installation of 1250 KVA Electric Sub-Station for academic building , permanent campus at Ashulia, Savar, Dhaka (Phase-IV)** and has accepted a Quotations by the Contractor for the execution of those works in the sum of Taka **Tk.1,90,00,000.00 (Taka One crore ninety lac)** (hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) the signed Contract Agreement
  - (b) the Notification of Award
  - (c) the completed Quotations
  - (d) the Particular Conditions of Contract
  - (e) the General Conditions of Contract
  - (f) the Particular & Technical Specifications
  - (g) the General Specifications
  - (h) the Drawings
  - (i) the priced Bill of Quantities
3. In consideration of the payments to be made by the First Party to the Second Party as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

Contd. P/2

  
Muhammad Siddique Hossain  
Treasurer  
Eastern University



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4. The First Party hereby covenants to pay the Second Party in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**SCOPE OF WORK:**

The Works to be executed, completed and maintained shall be as specified in the Bill of Quantities, the General, Particular and Technical Specifications and the Drawings.

Unless otherwise stipulated in the Contract, the Works shall include all such items not specifically mentioned in the Contract but that can be reasonably referred from the Contract as being required for completion of the Works as if such items are expressly mentioned in the Contract.

**COMPLETION TIME:**

Total completion time for this project is 4(Four)month from the date of Commencement.

**PAYMENT MODE:**

First Party shall make the payment to the Second Party as per Bill of Quantities containing Priced items for the construction of the work to be done by The Second Party within 14 (Fourteen) days of submission of bill.

**RETENTION MONEY:**

10 (Ten percent) of Running bill as well as final bill shall be deducted as a retention money which shall be refunded to the contractor after expiry of defect liability period.

**LIQUIDATED DAMAGE**

The Second Party shall be liable to pay liquidated damages @0.10% (zero point one zero) of the Contract amount for each day of delay if they fail to complete the work as per intended time of completion with a maximum of 10% of Contract Amount to be paid to First Party within 15 (fifteen) days of completion of the work but before receiving the final payment from the First Party. Alternatively the First Party holds the option to adjust the delay charges from the due amounts of the bill.

Contd. P/3

*Signature*  
Engr. Mirza Abu Taher  
B.Sc. Engg (Civil) FIEB  
Senior Engineer (Civil)  
Road Architects

*Signature*  
Muhammed Siddique Hossain  
Treasurer  
Eastern University



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That if the First Party fails to maintain the Payment schedule on time, it shall lose the right to take an action against the Second Party for any reasonable delay in Completion of the work.

However, any unintentional delay from Supplier's end caused by factors such as Force majeure, natural calamities, incomplete Civil Infrastructure etc. by first party will be excluded during calculation of any Liquidated Damage, if any.

**INCOME TAX & VAT:**

The First Party shall deduct income tax and vat from all bills/ payments as per prevailing rules.

The Second Party shall be entirely responsible for all Taxes, stamp duties license fees, vat, income Tax and other such levies imposed on all materials other than those mentioned in the priced BOQ of the Second Party.

**SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:**

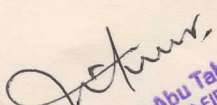
The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:


- take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;
- provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
- take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.

**INSURANCE**

The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks:

Contd. P/4

  
Engr. Mirza Abu Taher  
B.Sc. Engr. (Civil) FIEB  
Senior Engineer (Civil)  
Riddhi Architects

  
Muhammed Siddique Hossain  
Treasurer  
Eastern University



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- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

The Contractor shall deliver policies and certificates of insurance to the Project Manager, for the Project Manager's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with conditions of the insurance policies.

#### ARBITRATION:

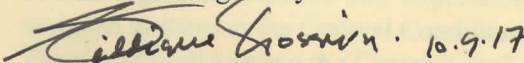
That In the First Party of any disagreement or dispute with regard to the interpretation of the terms of this Deed of Agreement, such disagreement or dispute shall be resolved amicably, failing which such matter shall be referred to for arbitration by two Arbitrators, of whom one shall be appointed by each of the parties, and an Umpire to be appointed by the two Arbitrators. In case of their failure to agree on resolution, the decision of the Umpire shall be final and binding upon the parties.

#### UTILITY CHARGES

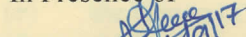
The Second Party shall pay the electricity charges, water charges, sewer service charges and other charges which may become a lien on the working premises.

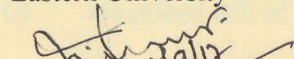
IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity

  
**Muhammed Siddique Hossain**  
National ID No-19554817915000002  
Treasurer  
Eastern University

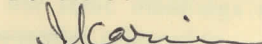
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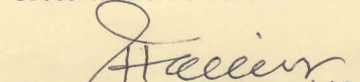
  
**Engr. Md. Serajul Haque**  
Project Director  
Eastern University

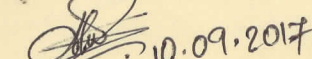
  
**Engr. Mirza Abu Taher**  
Riddhi Architect

**Engr. Mirza Abu Taher**  
B.Sc. Engg. (Civil) FIEB  
Senior Engineer (Civil)  
Riddhi Architects

For the Contractor

  
**Iftekhar Karim** 10/09/2017  
National ID No-2693016086450  
Chief Operating Officer  
Cross World Power Ltd

  
**Md. Abdul Hai Haroon**  
General Manager,  
Cross World Power Ltd

  
**Sabbir Ahmed**  
Ass. General Manager, Project Sales  
Cross World Power Ltd

