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DEED OF AGREEMENT

THIS DEED OF AGREEMENT made this day the Date of 01st February, 2018
(Christian era.)

BETWEEN

Anwar Landmark Ltd., having its office at Baitul Hossain Building, 13th floor, 27, Dilkusha, Dhaka-1000, represented it's hereinafter referred to as the "**Buyer**" which expression where the context so admits shall include its successors in interest and assigns of the **FIRST PARTY**.

AND

Cross World Power Ltd. Situated at, Plot # 1/B, Road 90, Gulshan-2, Dhaka-1212, Bangladesh, who declares themselves as the **Exclusive Agent of TEMPEST, ENGLAND, Generator**, represented it's hereinafter referred to as the "**SUPPLIER**" which expression, where the context so admits shall include its successors in interest and assigns of the **SECOND PARTY**.

WHEREAS

The first party has agreed to purchase one **60 KVA(Prime) / 66 KVA(standby)**, Diesel Generator set for the Construction site at "**LM OSHIN VIEW**" Plot-02, Abdur Sadek Road, Block # D, Bashundhara R/A, Dhaka, Bangladesh. The buyer have therefore sought offer for the supply and installation of diesel Generator set (Capacity: **60KVA (Prime) / 66KVA(Standby)**).

THIS DEED WITNESSETH and the parties here to mutually agree and declare as follows:

01. The Supplier/ Second party agree to arrange for supply, installation, testing & commissioning of Diesel Generator as per their offer sheet Ref: **CWPL-AM/3186/17F**, Dated: **21-11-2017** one for the above project. The detail specification has been elaborated in clause 06 of this agreement. The original offer will remain as an **integral part of this agreement**. The Contractor agreed to carry out supply, installation, testing and commissioning of the Generator Set in the above premises. The supplier shall be fully responsible for importing, clearing, forwarding at part of delivery, loading/unloading, transportation and delivery to the installation site.
02. The Buyer/ first party agrees to make payments to the "**Supplier/ second party**" the Total Amount of Tk 10 50 000/- (Taka Ten Lac Fifty thousand Only.) Excluding VAT

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03. Payment Schedule:

- a) 40% of total amount with work order, b) 40% of total amount after delivery of gen. set at site.
c) 10% of total amount after successfully commissioning. d) 10% of total amount after 2 Months from commissioning. e) Price is excluded VAT & AIT.

04. Delivery: The supplier/ second party agreed to complete the job of supply of the equipment within **15 Working Days** time from the date of work order with payment of 1st installment and to complete the job of installation, Testing, commissioning at site within another **Five working days** after payment of second installment. If second party fails to complete the supply, installation & successful Commissioning work within this time, Tk. 2.000/(two thousand) per day, up to **05 working days of delay**, will be deducted from his bill. After **05 working days** of delay the 1st party is empowered to cancel this agreement and take back the paid money from the second party and take necessary action as per law against the 2nd party.

05. Technical Specification of Generator:

Capacity:

- (a) Output Ratings (KVA)
(i) Standby : 66 KVA
(ii) Prime : 60 KVA

(b) Voltage/phase/Frequency : 415V / 240V, 3-Phase, 50Hz.

(c) Type : Diesel fired, indoor type, Auto Start / stop, Digital control, Sound proof canopy Local (75db@3mtr.) and Local made ATS.

Generator Brand, Model & Origin : TEMPEST, PS/PM60, UK.

Engine Brand, Model & Origin : Perkins, 1103A-33TG2 & UK.

Alternator Brand, Model : Stamford, UCI224E, / MaccAlte, ECP32-2M, 50Hz.

Country of origin : UK.

Voltage Regulation : Self excited, brushless with AVR

Engine Speed : 1500 rpm, 4 Stroke, Multy Cylinder.

Method of Start/ Stop/ Transfer : Auto/Manual Start/ Stop, Auto transfer

Mounting arrangement : Mounted on steel base frame and vibration isolator.

Vibration Skid : Built in vibration skid for smooth operation.

Induction System : Turbocharged.

Fuel Consumption (Ltr/hr) : 10.00 L/H @ 75% load

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- c) Alarms Signals & Shutdown protection : Low oil pressure, high water Temperature, fuel level, over speed/load
- d) Other accessories/ devices : As standard
- e) Auto charger : Built-in trickle auto battery charger
- Emergency Stop : Must be installed outside of Canopy
- Battery : Foreign made.
06. Warranty : 24 months or 3000 running hour Warranty from date of commissioning.
07. Maintenance particulars : 1) Must have trained Technicians
- 2) Hand over the factory supplied standard tools & Accessories (Spare Parts)
- 3) Conduct Free training (locally) for Operators .
- : UK (Any Port).
08. Port of shipment
09. Special Terms & Conditions:
- (a) Metal work of the Generating Set, bed frame and other exposed parts Must be bonded to an effective earth point as per standard practice.
- (b) The appropriate neutral earthing requirement must be complied with.
- (c) Earth test, insulation resistance (of winding) test, must be conducted and test results must be submitted.
- (d) The following offered results must be demonstrated & recorded by the supplier/second party (in presence of representative of the buyer/ first party)
- i) Fuel consumption at 30% load.
- ii) Three phase current out put at 30% load at rated voltage/power factor.
- iii) Shut down protection for low oil/ low fuel level.
- iv) Auto voltage regulation.
- v) Frequency regulation.
- (e) Canopy must be designed with modular principle, doors on each side, thermally insulated engine exhaust system, easy lifting and moving, easy maintenance & operation.
- (f) The following documents must be handed over by the supplier/ /second party to the buyer/first party before installation
- i) Shipping documents with certificate of country of origin from concerned chamber of commerce
- ii) Engine hand book
- g) The supplier/ second party should ensure the following:
- i) No leakage of fuel, lubricant, coolant.
- ii) Retightening of exhaust and radiator pipe joints.
11. The supplier/ second party shall run the Generator set for one hour minimum (in presence of representative of buyer on 30% load) &
- i) Check/ record the following:

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ii) Note the following & submit-

- a) Out-put of battery charger
- b) Regulation of voltage, frequency.

12. The supplier/ second party shall perform free service/maintenance of the Generator set for Two years after hand over of the Generator.

13. One set of operation & maintenance manual shall be handed over to the buyer/ first party.

14. The Supplier/ second party shall provide 100 liters of diesel & sufficient lubricant, coolant, battery with electrolyte & necessary charging & others accessories for initial starting/ trial/testing

15. The supplier/ second party shall arrange to install one laminated instruction sheet describing the following:

- a) Date of commissioning:
- b) Warranty period:
- c) Free service period:
- d) Interval of oil/ Filter/ radiator water:
- e) Address of supplier:
- f) Contact person:
- g) Contact number
- h) One set maintenance tools

17. FORCE MAJEURE:

Force majeure shall be understood as any event preventing performance of the obligation under this order and which could not have been foreseen, eg, accidents, quarantine restrictions, war, flood, invasion, acts of governments, acts of god, including but not prohibiting exports and imports restrictions cuts in the use of power and similar incidents and any other cause beyond the control of the suppliers shall be considered as force majeure circumstances.

IN WITNESS WHEREOF the parties hereto sign and execute this Agreement on the day, month and year aforesaid.

Witnesses:

1. Engr. Md. Jahangir Alam Patwary
Managing Director
Anwar Landmark Ltd.

2. Engr. Abu Fazle Md. Yusuf
Director Operation
Anwar Landmark Ltd.

3. Md. Mahfuzul Islam Rizve
Engineer(Grade-1),
Sales&Marketing,
Cross World Power Ltd.

For BUYER/ FIRST PARTY

Selina Tareq
Executive Director
Anwar Landmark Ltd.

FOR SUPPLIER (SECOND PARTY)

Mr. Iftekhar Karim .
Chief Operating Officer
Cross World Power Ltd.

