

DEED OF AGREEMENT

This DEED OF AGREEMENT is made on **May 15, 2018** Christian era.

B E T W E E N

M/S. PINK CITY HOME OWNERS CO-OPERATIVE SOCIETY LTD. having office at **House # 02, Road # 05, Block - B, Dumni, Khilkhet, Dhaka, Bangladesh** hereinafter referred to as the **PURCHASER** 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 office at **House # 1/B, Road # 90, Gulshan-2, Dhaka-1212, Bangladesh**, the local agent and exclusive distributor of **TEMPEST Brand Diesel Generator of UK Origin in Bangladesh**, 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 Second party has made the offer vide has letter no. **REF : CWPL-AM/1513/18-R02 dated May 10, 2018** for supply, installation, testing and commissioning of **300 KVA (Prime) Tempest Brand Diesel Generator of UK Origin with Perkins Engine with Stamford Alternator**.

Terms and conditions:

PRODUCT DETAIL:

Generator Set:

Brand New Diesel Generator Set having the specification as Brand: Tempest, Origin: UK, Model: PS300, Rating: Prime Power, Capacity: 300 KVA (Prime)/ 330 kVA (Standby) at 400/230 V, 3 Phase, 4 Wire, 50 Hz, 0.8 P.F.

The Generator set is powered by a Four Stroke, 1500 RPM, Diesel Fuel Engine Brand: Perkins, Origin: USA, Model: 1506A-E88TAG5 coupled & aligned with brush-less, self-excited alternator Brand: Stamford, Origin: UK, Model: HCI444D complete with Set Mounted Automatic Start (AMF) Control Panel, Radiator and base Fuel Tank assembly mounted on a common steel base frame with anti-vibration mountings/vibration isolators and all standard accessories i.e. Main Line Circuit Breaker, Exhaust Silencer, Flexible Bellows, Lead Acid Battery, Auto Battery Charger and other accessories as per our offer.

Canopy:

Locally built sound-proof canopy will reduce the sound level to 75 dBA @ 3 meter.

ATS:

Locally built Automatic Transfer Switch (ATS) will be supplied in a suitable steel enclosure complete with 03 pole ABB/Schneider/LS Brand Magnetic Contactor/Motorized switch/Breakers, fuses, magnetic contactor coil, indicators etc. with powder coated paint.



WORK SCOPE:

The 2nd party agreed to carry out the supply, installation, testing and commissioning of the Generator Set at site with the following supply scope:

- 300 kVA Prime Power Diesel Generator - 01 Unit
- Locally Built Soundproof Canopy - 01 Unit
- Locally Built Automatic Transfer Switch - 01 Unit
- Electrical Connection Accessories - 01 Lot
- Earthing Connection with Existing Earthing - 01 Job
- Exhaust Pipe Extension Work (Max. 20 Ft) - 01 Job
- Lube Oil, Coolant, Battery Electrolyte - 01 Lot
- Diesel Fuel (For Commissioning & Test Run) - 300 Ltr.

The 1st party agreed to complete all type of civil works for modification of the generator room.

DELIVERY SCHEDULE:

The 2nd Party will make delivery of the generating set at the project site within maximum fifteen (15) working days after handing over the first payment/booking money by the 1st party "subject to force- majeure" beyond supplier's control and will complete the installation & commissioning of the generator within seven (07) working days from the date of delivery.

PRICE:

The Prices negotiated between the 1st Party and the 2nd Party for the supply, installation, testing and commissioning of the 300 kVA Generator Set at site are as follows:

Sl	Description	Quantity	Price (BDT)
1	300 kVA Prime Power Diesel Generator	01 Nos	30,50,000.00
2	Locally Built Soundproof Canopy	01 Nos	3,00,000.00
3	Locally Built Automatic Transfer Switch	01 Nos	1,50,000.00
	Sub-Total for Supply of Product (BDT) =		35,00,000.00
4	Installation & Commissioning Materials	01 Lot	75,000.00
	Grand Total Price (BDT) =		35,75,000.00

Total price is BDT. 35,75,000.00 (Thirty Five Lac and Seventy Five Thousand Taka Only)

SCHEDULE OF PAYMENT:

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

- **BDT 3,50,000.00 (Three Lac Fifty Thousand Taka) only**
(10% of Sub-Total for Supply of Product)
- As advance/booking money.
- **BDT 28,75,000.00 (Twenty Eight Lac Seventy Five Thousand Taka) only**
(BDT 28,00,000.00 - 80% of Sub-Total for Supply of Product and
BDT 75,000.00 for Installation & Commissioning Materials)
- Before the Delivery of the Generator Set, Canopy & ATS at site.



CROSS WORLD POWER LTD.

Cross-world



Ensuring Power Since 1982

- **BDT 3,50,000.00 (Three Lac Fifty Thousand Taka) only**
(10% of Sub-Total for Supply of Product)
 - Within 15 days of successful commissioning & handover.
 - A Postdated cheque will be given to 2nd party by 1st party before the Delivery of the Generator Set, Canopy & ATS at site.
 - A bank guarantee amounting the same at BDT 3,50,000.00 (Three Lac Fifty Thousand Taka) only and having the validity for two (02) years from the date of successful commissioning & handover has to be submitted before receiving the cheque.

All the payment by the 1st Party to the 2nd Party will be made by Account Payee Cheque or Pay Order.

Warranty:

As per the standard of the Generator Manufacturer, the 2nd party will provide 3,000 hours' or 2 years' warranty whichever will come first, effective from the date of delivery at the client's premises. The warranty policy is for any manufacturing defects or any premature wear & tear due to usage. The faulty part(s) is/are replaced/repared within the warranty period. However, Warranty doesn't cover improper maintenance by the user, consumable items used without approval of the 2nd party, servicing by unauthorized person, running the genset above it's capacity or any unauthorized modification of the genset.

SERVICES:

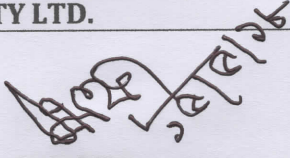
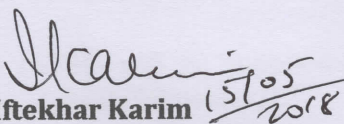
The 2nd party will provide free services during the warranty period for the above mentioned Generator Set and within this period, the 1st party will pay only the cost of consumable items like lube oil and all kinds of filters. After completion of the warranty period, the 2nd party will extend support for servicing of the generating sets at a reasonable charge by entering into a service agreement with the 1st party.

TRAINING:

The 2nd party will provide necessary training to the selected personnel of the 1st party after completion of the commissioning of the generator set.

In witness whereof:

Both the 1st Party (The Purchaser) & 2nd Party (The 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 PINK CITY HOME OWNERS CO-OPERATIVE SOCIETY LTD.	For and on behalf of CROSS WORLD POWER LTD.
 Md. Emdadul Hoque General Secretary	 Iftekhar Karim 15/05/2018 Chief Operating Officer
Witness: 1. Md. Miraz Khan Office Secretary. 15/5/18	Witness: 1. Md. Asif Iqbal Rama Manager, Project Sales 15/05/18
2. Md. Rafiqul Islam Renu Cash Collector 15/5/18	2. MD. HABIBUR RAHMAN MANAGER, CRM 15/05/18