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AGREEMENT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 01 (ONE) NO. OF PRIME POWER 150 KVA AND STANDBY 165 KVA NEW DIESEL GENERATOR WITH CANOPY & ATS FOR HOUSE-19, ROAD-30, SECTOR-07, UTTARA, DHAKA.

This Contract Agreement is made on the 14th day of August, Two Thousand and Eighteen of the Christian Era.

BETWEEN

Md. Haider Ali, Proprietor, House-19, Road-30, Sector-07, Uttara, Dhaka-1230 hereinafter called as “**Client**” on one part. This expression unless repugnant to the contract include their successors, legal representatives or assignees.

AND

Cross World Power Ltd. having its Head Office situated at Plot-1/B, Road-90, Gulshan-2, Dhaka-1212, represented by **Md. Harunor Rashid, Chief Operating Officer** of the Company hereinafter called as “**Contractor**” on the other part. This expression unless repugnant to the contract include their successors, legal representatives or assignees.

In accordance with the mutual understanding both the parties here to have agreed and signed the contract agreement under the following terms and condition:

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PART – 1 (OBJECT OF CONTRACT)

- The Project is located at House-19, Road-30, Sector-07, Uttara, Dhaka-1230
- The **Contractor** shall be bound by this agreement for supplying, installation, testing and commissioning of the brand new **01 (One) No. of Prime Power 150 KVA and Standby 165 KVA new Diesel Generator with Canopy & ATS** as per the Quotation dated 05th August, 2018 submitted by the Contractor.
- The above mentioned offer as modified and agreed upon by both the parties on the 07th August, 2018 shall be regarded as a legal part of this contract agreement.

PART-02 (CONTRACT PRICE)

Total Contract Price will be amounting to Tk. 18,50,000.00 (Taka Eighteen Lac Fifty Thousand) only excluding VAT & AIT details of which are given below:

Schedule of items and Bill of quantity of Generator for House-19, Road-30, Sector-07, Uttara, Dhaka.

SL No.	Description	Qty	Unit price(Tk.)	Total price(Tk.)
a)	Supply of one unit brand new TEMPEST Diesel Generating set, Standby power supply 165KVA and Rated power 150KVA, at 400V, 3P 4W, 50Hz and 0.8 power factor (lag), manufactured by Allam Marine Limited, UK . The Genset will be powered by PERKINS Engine, UK. Model: 1106A-70TAG2 , Turbocharged, Water cooled, diesel engine developing at 1500RPM. Fuel tank and radiator is in built with engine mounted and with high ambient radiator temperature (50® C). The complete set will be coupled with Stamford, Alternators (UK) Model: UCI 274F and Deep Sea control panel digital 7120 .	01set	18,00,000.00	18,00,000.00

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	Others accessories will be with the complete Genset are as follows. Industrial Heavy Duty Silencer. Circuit Breaker (MCCB). Operation & Maintenance Manuals Skid Mounted Fuel Tank -397 liters Engine protection: The above engine shall be completed with high integrated sensibility system to instant find the engine fault conditions and condition monitoring of all systems, electrical starting system, simples type lube oil filters, pre lube oil pump etc.			
	Generating set protection: The Genset shall be arranged automatically shut down and indicate the same in the event of low oil pressure, and kind of fault to crank, high, magnetic pick-up failure, over speed, under speed, over current flow, short circuits, under frequency, high / low AC voltage controlled. An integrated microprocessor based generator se control system providing. Feature: Power management control- Control function provides battery monitoring and testing features and smart starting control and voltage fluctuate control system. Regulation compliant:- Prototype tested: CE, UL, and CSA compliant. Reliable design- The control system is designed for reliable operation in harsh environment. Multi-language support.			
b)	ATS (auto transfer switch) Local	01set	90,000.00	90,000.00
c)	Sound proof canopy system , 75db @3m distance (Local)	01unit	1,90,000.00	1,90,000.00
d)	Free supervision of installation & commissioning of the Genset without any civil work ,installation materials, power cables, Earthing, control cables, Diesel , Lubricants , coolant etc.	01job	Included	Included
Total=				20,80,000.00
Special Discount				2,30,000.00
Grand Total				18,50,000.00

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Technical Specification of PS150 (NEW)

Generator :

Brand Name	:	Tempest, UK
Model	:	PS150 (NEW)
Country of origin & shipment	:	UK
Rating	:	Prime 150 KVA/Standby 165 KVA
Voltage	:	400 /230 volts
Phase	:	3 Phase
Frequency	:	50Hz
Power factor	:	0.8
Start System	:	Automatic Microcontroller based as well manual Start/Stop System
Emergency Stop	:	Emergency Stop available as protection device
Vibration Skid	:	Built-in vibration skid for smooth operation
Battery charger	:	Auto battery charger (ABC) included
Dimension (Open set) (cm)	:	233 x 76 x 168 (L x W x H)
Fuel Tank capacity	:	397 (Open set) Ltr.
Fuel consumption, Lph	:	24.70 Ltr./Hr. at 75% Load

Engine :

Manufacturer	:	Perkins
Country of Origin	:	UK
Engine Model	:	1106A-70TAG2
Engine type	:	4 stroke multi cylinder industrial diesel suitable for tropical environment
Speed	:	1500 RPM
Cooling system	:	Water cooled (Radiator cooled with engine driver fan)
Protection	:	Over Speed, under speed, oil pressure, Over heating etc.
Fuel Tank	:	Built in with base

Alternator :

Manufacturer	:	Stamford
Country of Origin	:	UK
Model/Frequency	:	UCI 274F, 50Hz
Phase	:	3 Phase
Output (Volts)	:	400/415 volts (Line to line)
Cooling	:	Air cooling
Insulation type	:	Class "H"
Protection	:	Industrial brushless design screen protected, fan ventilated, drip-proof, self exciting in accordance with IP21/IP23
Voltage Regulator	:	Automatic Voltage Regulator (AVR)
Voltage Regulator	:	±1% / ±1.5% power factor between 0.8 lagging & unity (Depends on Connected Load)

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Control Module:

Deep sea electronics (DSE), UK control system are incorporated with automatic set to manually & automatically start & stop the generator indicating the operation status and fault conditions via a graphical LCD display and a flashing LED on the front panel. All other details are as follows:

Control module type	: Auto start (AMF) digital control module
Operation	: Operation of the module is via push buttons mounted on the front panel with Stop, Auto and Manual position etc
Digital instruments	: Ammeter, Voltmeter, Frequency meter, run hour meter, Oil pressure, Water Temperature etc.
Alarm Indicator	: Under/Over Volts, Under /over speed, Under/Over Frequency, Low Oil Pressure, High Engine Temperature, Fail to Start and Loss of speed sensing etc.
Load transfer time	: Adjustable, Delay on start 1 to 25 sec. delay on transfer 1 to 70 sec.
Engine Cooling time	: 5 minutes maximum
Phase failure relay	: Digital option & control for Main's upper lower cut off voltage set ng and adjustable hysteresis voltage, sensing option etc.

Automatic Transfer Switch (ATS):

Local built ATS will be supplied in a suitable steel enclosure wall mounted, fuses, magnetic contactor coil, indicators etc.

Interlocking: Electrical as well as mechanical	Magnetic Contactor/Motorized switch: 3 Pole
Brand of Breaker: ABB or Equivalent Europe origin	Paint: Powder coated

Acoustic Canopy:

Local built Acoustic Enclosure will reduce the sound level to 75dBA @ 3 meter in open space and is complete with:

- * Air inlet and outlet options at the alternator and radiator ends respectively.
- * Hinged access door on either side with proper locking option.
- * Silencer.
- * Cable entry gland apertures.

Standard Items:

The following items will be supplied with the gen-set as standard:

1. Lead acid battery 12/24 Volts as required.
2. Silencer
3. Rubber anti vibration mountings.
4. Flexible Bellows.
5. Battery charger.
6. Main line 3 pole Circuit Breaker.
7. Alternator mounted deep sea UK original main controlling panel.
8. Fuel tank for 10 hours operation.
9. Operational manual & keys etc.

Please note that toolbox is beyond this scope of supply.

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Note:

- (1) The tendered amount is for the entire work including Installation, Testing, Commissioning & Handover of the **Generator** with 24 (twenty four) months Warranty and maintenance free of cost.
- (2) Payment in connection with the loading, unloading and carrying of the materials up to the site will be made by the **Contractor**.
- (3) The Generator and its installation, testing, commissioning and miscellaneous works shall have to meet the requirements of the **Client**. The technical specification submitted with the proposal and mentioned in the BOQ are agreed upon during negotiation meeting held on the 05th August, 2018.

PART – 3 (PAYMENT)

- 3.1 Partial payment of **50%** of the total bill will be paid to the **Contractor** before delivery but after inspection by **Client** or **Client representative** in the ware house and of entire equipment/machinery/materials etc. found in good order.
- 3.2 Partial payment of another **40%** of the total bill will be paid to the **Contractor** after 01 month of successful completion of installation, testing, commissioning and final acceptance by the **Client**.
- 3.3 Payment of balance 10% of the total bill will be treated as a Security Deposit (SD) money which be released after submission of 10% **Bank Guarantee of 24 months**.

PART – 4 (GENERAL TERMS & CONDITIONS)

- 4.1 **Delivery & completion:** Delivery of the **TEMPEST BRAND new 01 (One) No. of Prime Power 150 KVA and Standby 165 KVA Diesel Generator with Canopy & ATS** and completion of related service shall be within **30 (thirty) days** from the date of signing of the deed of agreement.
- 4.2 The Contract shall be activated from the date of signing of the deed of agreement.
- 4.3 Certificate of Country of Origin, Routine test reports and Bill of Lading (BL) as per relevant standard shall be submitted by the **Contractor** before delivery.



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- 4.4 Inspection of all the equipment will be carried out by the **Client** or **Client representative** before delivery in the ware house and acceptance all other accessories of the Generator at site. In case of any physical damage of any item, it will not be accepted.
- 4.5 All necessary facilities are to be provided by the **Contractor** for Generator testing and commissioning at site. The testing and commissioning of each Generator must be tested by running continuously for 8 hrs. with variable loads.
- 4.6 During manufacture/assembly of components of the Generator at the local workshop the **Contractor** shall invite the **Client's** representative to witness the conformity of the components with respect to the specifications.
- 4.7 The **Contractor** shall arrange adequate training of operators' to the **Client's** staff for operation and routine maintenance of the Generator at his own expense.
- 4.8 The **Contractor** shall provide sufficient technical literature (brochures/catalogues) to describe elaborately the specifications of items being offered and installed.
- 4.9 All necessary shut down, repair thereof shall be arranged by the **Contractor**.
- 4.10 The work order issued by **Client** and its terms and condition shall be an integral part of the contract agreement.
- 4.11 Payment in connection with the loading, unloading and carrying of the materials up to the site will also be made accordingly by the **Contractor**.

PART - 5 (TERMINATION OF CONTRACT & PANALTY)

The **Client** shall be entitled to terminate the contract if the **Contractor** fails to deliver any or all of the Goods by the date of delivery and/or perform the related services within the period specified in the Contract agreement, without prejudice to all its other remedies under the Contract. The **Client** may deduct from the Contract Price, as liquidated damages, a sum equivalent to 02% of the price of the delivered Goods delayed or unperformed / related services for each week or part thereof of delay until actual delivery or performance, up to a maximum of 10%. Once the maximum is reached, the **Client** may terminate the Contract.

PART - 6 (WARRANTY & AFTER SALES SERVICE)

Warranty: The period of validity of the Warranty shall be **24 (twenty four) months** from the date of completion of the work which includes replacement of defective component/equipment. In case of malfunction or defect of any **Generator** equipment or system during warranty period, the **Contractor** shall replace the **Generator** equipment immediately from his own reserved



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stand-by equipment to continue the operation of the house smoothly. No extra payment will be made for this purpose. In case of failure, the work will be done by any other agency and the payment for the work will be adjusted from **Contractor's** Security Deposit (SD) money.

After sale service: Servicing will be at free of cost for **24 (twenty four) months** from the date of successful commissioning of the **Generator**. Further servicing after the specified warranty period will be ensured on contractual basis.

PART – 7 (DISPUTES/DIFFERENCES)

All disputes or differences, which may arise out of or in connection with this contract, are to be resolved amicably between the two parties by mutual agreement. If the parties fail to come to an agreement the dispute shall be referred for settlement to the arbitrators to be appointed one each by both the parties. Such arbitrators shall appoint an umpire in consultation with their respective parties before they enter into reference in the dispute. The decision of arbitrators and in case of their differences the decision of the umpire shall be final and binding on the parties.

This contract agreement shall come into effect legally when it is signed by both the parties. This contract agreement is written in English in two originals both being authenticated.

In witness whereof the parties here have put their signatures and affixed their seals on the day, month and year mentioned above in the beginning of the agreement.

(Md. Haider Ali)
Proprietor
House 19, Road-30, Sector-07
Uttara, Dhaka-1230.

(Md. Harunor Rashid)
Chief Operating Officer
Cross World Power Ltd.
Plot-1/B, Road-90, Gulshan-2,
Dhaka-1212



Name and Signature of the Witnesses:

(1) Qazi Abu Taher, Project Manager,
Grand Zam Zam Tower Ltd.
Plot-23 & 25, Sonargaon Janapath,
Sector-13, Uttara, Dhaka-1230

Signature:
16/08/2018

(2) Md. Mizanur Rahman, Engineer (Sales),
Cross World Power Ltd.
Plot-1/B, Road-90, Gulshan-2,
Dhaka-1212

Signature:
16.08.18



স্বাক্ষরের শপথ নিন, দুর্নীতিকে বিদায় দিন