



Trade International Industries Ltd.

Unit – 2

Ref: TIIL/Unit-2/Electrical/0901/2018

Date: September 20, 2018

The Chief Operating Officer
CROSS WORLD POWER LTD.
Plot 1/B, Road 90
Gulshan 2, Dhaka 1212

Ref.: Your Financial Offer under Ref. No. CWPL/SS/RD/13082018 dated Sep. 9, 2018

Sub.: Supply, Installation, Testing & Commissioning of Sub-Station, BBT and Lighting of our Electronic Appliances Manufacturing Factory at Sonargaon, Narayanganj.

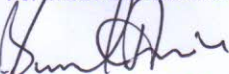
Dire Sir:

With reference to your aforementioned Financial Offer and the relevant technical proposal in conjunction with the detailed Bill of Quantities (BoQ) supplied by us, we are pleased to accept the same as per the following terms –

1. The total value of the project is **BDT 59,500,000.00 [Taka Fifty Nine Million Five Hundred Thousand]** only consisting of EURO 62,841 & USD 368,240 against the imported items and the remaining in Local Currency (BDT). The total value will not exceed BDT 59,500,000.00 [Taka Fifty Nine Million Five Hundred Thousand] only in any circumstances.
2. We'll issue Letter of Credit for the corresponding PI's against the imported items. Provided that, the actual value of the imported items will be ascertained as per the final amount declared during the retirement of respective L/C. The final payment in local currency will done after adjusting the total LC value from the agreed project value of BDT 59,500,000.00 [Taka Fifty Nine Million Five Hundred Thousand] only.
3. The total supply, installation, testing & commissioning works will be finished within **December 31, 2018**. You are required to submit an implementation schedule (with bar chart) detailing the total work plan, shipment arrangements, time-frame and other details with immediate effect.
4. Upon confirmation of acceptance of this intimation and subject to approval of the implementation schedule, a Formal Agreement will be executed with your good office in relation to the project which will be an integral part of the contract document for the job.

You are hereby requested to confirm your acceptance of this letter of intent at the earliest and take necessary measures to to execute the Formal Agreement and commence the project works as per the approved implementation schedule.

Thanking you,
For Trade International Industries Ltd.


Managing Director
MD. NURUL AMIN
Managing Director



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DEED OF AGREEMENT

This DEED OF AGREEMENT is made on September 27, 2018 Christian era.

BETWEEN

M/S. TRADE INTERNATIONAL INDUSTRIES LTD. [UNIT-2] located at Plot # 206-207, Choto Sadipur, Mograpara, Baranagar, Sonargaon, Narayanganj, Bangladesh represented by its **Managing Director, Md. Nurul Amin**, is the 'OWNER', 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 its office at Plot 1/B, Road 90, Gulshan - 2, Dhaka-1212, Bangladesh represented by its **Chief Operating Officer, Md. Harunor Rashid** hereinafter referred to as the Contractor or Supplier which expression, where the context so admits shall include its successors in interest and assigns of the SECOND PARTY.

WHEREAS

The OWNER invited bid for "Supply, Installation, Testing & Commissioning of Sub-Station, BBT and Lighting of Factory at Sonargaon, Narayanganj" (here under referred to as works) and The Second party has made the offer vide Ref. no. **CWPL/SS/RD/13082018 dated Sep. 9, 2018** the same and was accepted by the OWNER.

AND WHEREAS the Owner issued a 'letter of Intent' to the Contactor under reference **TIIL/Unit-2/Electrical/ 0901/18 Dated 20.09.2018** intimating the acceptance of the Tender in terms of which the Contractor was asked to submit Time Schedule for execution of Contract.

AND WHEREAS the Contractor acted upon the Letter of Intent and submitted Time Schedule for execution of Contract and shop drawing.

AND WHEREAS it was provided in the Letter of Intent that formal Agreement will be executed.

NOW, THEREFORE for and in consideration of the commitment, negotiation, covenant and agreement hereinafter and to be performed by the parties hereto, the said parties hereby covenant and agrees as follows:-

ARTICLE-1: TERMS & CONDITIONS

1.1 In this agreement, word and expression shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to.

“দেশপ্রেমের শপথ নিন, দর্নীতিকে বিদায় দিন”

Foy Trade International Industries Ltd.
Managing Director

Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

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For Trade International Industries Ltd.

Managing Director

Mr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

1.2 The Contract Document consisting following chapters shall deemed to form and be read and construed as part of this agreement:

- Letter of Intent Ref. No. TIIL/Unit-2/ Electrical/0901/18 Dated 20.09.2018
- Second Party's Offer Ref. no. CWPL/SS/RD/13082018 Dated Sep 9 , 2018
- Detailed Technical Specification
- Any other decisions mutually agreed upon by the parties.

1.3 Contract price is (Contract Price) EURO 62,841 & USD 368,240 (Details Break down in attached Annex – 1) & Local Part : TK 22,409,422 and the work to be completed with all respect within December 31, 2018 from the date of signing of the Contract agreement. However both the parties agree that in the event of delay of completion of the project within the agreed time frame a liquated damage of 0.5% (point five percent) of the Contract price for delay of each week or part thereof will be payable by the Contractor.

1.4 The tender documents as submitted by the contractor shall be a part of this Agreement.

ARTICLE-2:

SPECIFICATION OF ITEMS: Transformer & BBT details: SEA Brand 01 nos. 3100 KVA & 02 nos. 1000 KVA Dry Type Transformer & EAE Branded Busbar. All other technical specifications as mentioned in the offer.

ARTICLE-3:

PRICE: Total price for Imported portion: EURO 62,841 & USD 368,240 (Details Break down in attached Annex – 1) & Local Part : TK 22,409,422. Price for imported item based on CFR Chittagong. 1st Party will clear the imported items from Chittagong Port & deliver it in project site. Import Duty, Tax & all other related cost, transportation from Chittagong port to site will be borne by 1st Party.

ARTICLE-4:

L/C Opening, Duty, AIT & Others

- L/C will be opened by Trade International Industries Ltd. (Unit-2). The contract price will exclude the cost of all duties, taxes, port charges, any other govt. levies.
- VAT & AIT will be deducted from the bill/ invoices for local work as per government rules.
- Also the equipment, material and accessories specification, BOQ, manufacturer, origin all of them must strictly adhere to offered model and make complying tender specification. If anomalies are found with any item, then immediately the anomaly will have to be brought to the notice of the owner corrected to match the requirement at the cost of Contractor.
- No changes of material/equipment specification will be entertained without prior written permission from the Authority of Trade International Industries Ltd. (Unit-2) or its assigned Committee/Person for that matter. In case of any change in quality, quantity, specification or any other details beyond the offer by the contractor without any prior written approval will be considered as "discrepant", the contractor will be bound to replace such discrepant item(s) at their own cost and arrangement instantly.

“দেশপ্রেমের শপথ নিন, দূরীতিকে বিদায় দিন”

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For Trade International Industries Ltd.

Managing Director

Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

ARTICLE-5:

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

5.1 For imported part :

1st Party will open L/C in favor of respective principal for Transformer, BBT & Lighting Item.

5.2 For local part :

- 15% of total amount of local part will be paid as mobilization advance.
- 25% of total amount of local part will be paid after successful completion of installation & commissioning.
- 10% of total amount of local part will be paid after 1 (one) month from the date of completion of installation & commissioning.
- 40% of total amount of local part will be paid after 12 (twelve) months from the date of completion of installation & commissioning.
- 10% of total amount of local part will be paid after 18 (eighteen) months from the date of completion of installation & commissioning i.e. after maturity of warranty period subject to due clearance from the competent authority.

ARTICLE-6:

WARRANTY: The supplier shall provide warranty of their equipment against any manufacturing, materials & workmanship defect of 12 (Twelve) months period from the date of successful completion and handing over of the project. Such warranty shall cover all sorts of parts, service, workmanship and maintenance as may be required from time to time and in case of any defective parts, the supplier must ensure to provide appropriate replacement within 24 (twenty four) hours.

The supplier also guarantee that, all parts, components, accessories relevant to the supplied equipment shall be available for at least 20 (twenty) years from its original manufacturer(s).

ARTICLE-7:

STANDARD OF WORKMANSHIP

- All relevant Drawings/Layouts of each and every installation has to be made and due approval has to be obtained from Trade International Industries Ltd. (Unit-2) before the commencement of the job.
- The total Installation, Testing & Commissioning works have to be done by highly skilled & professional Engineers, Technicians and workers.
- The entire installation has to be done with only the approved fittings and accessories.
- Contractor will provide detail design, drawings, to do the Total Installation, Testing & Commissioning meeting all the requirements as per applicable International and Local Codes & Standards.
- Owner will provide the necessary spaces for storage of imported materials. But store and material security will be the part of Contractor till handing over of the completed project. The warranty period of the items will start from the date of handing over.
- As detailed working drawing is the part of the Contractor, if any discrepancy occurred due to the fault in design, the responsibility will be borne by Contractor.



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ARTICLE-8:

AFTER SALES SERVICE

- i) After Sales Service must have to be available for 24 hours round the year and the response time to a Service Call must have to be within 24 hours. After installation 18 (eighteen) months free maintenance/after-sales service will be provided by the Contractor.
- ii) Sufficient fast moving spares must be available constantly in the ready stock to meet any Emergency situation.

ARTICLE-9:

Pre shipment inspection (PSI) of the Owner's representatives may be performed at Owners cost at the time of load testing. Schedule will be declared by 2nd Party.

ARTICLE-10:

DISPUTE RESOLUTION & ARBITRATION

All disputes relating to any matter covered under and by this Agreement shall be peacefully settled between the parties to the Agreement by negotiation. If negotiation fails to produce the settlement, any party to the dispute may refer the dispute to a settlement by arbitration under the provision of Arbitration Act 2001 by a sole or more than one but odd number of arbitrator. However, if the parties fail to agree on the same, the dispute shall be referred for settlement by an arbitration tribunal of three arbitrators where each party will appoint one arbitrator and the arbitrators so appointed will appoint the Chairman of the tribunal. The law governing the arbitration proceedings shall be the Arbitration Act. 2001. The venue of arbitration shall be Dhaka.

IN WITNESS WHEREOF the parties hereto have cause their respective common seals to be hereinto affixed (or have hereinto set their respective hands and seals) the day and year first above written.

For and on behalf of

TRADE INTERNATIONAL INDUSTRIES LTD. (Unit-2)

[Signature]
Managing Director

Md. Nurul Amin
Managing Director

Witness:

1.

2.

For And On behalf of

CROSS WORLD POWER LTD.

Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

[Signature]
Md. Harunor Rashid
Chief Operating Officer

Witness:

1.

2.

[Signature]
Md. ARIFUL ISLAM
Manager, sales

[Signature]
Ms. Liail Islam
AGM, PPTS

Ref : CWPL/SS/RD/13082018
Date : 10/9/2018

To
The Managing Director
ELECTRO MART LTD
33, Noor Holdings, South Avenue
Gulshan Circle-02, Dhaka-1212

FINANCIAL OFFER OF SUBSTATION

Sub : Offer for Supply, Installation, Testing & Commissioning of 1000KVA & 3150KVA 11/.415KV
Sub-Station & BBT For Electromart

FOREIGN PART

SL #	Descriptions	Qty.	Unit	Unit price in Euro	Total price in Euro
1	<u>1000KVA DRY TYPE TRANSFORMER TECHNICAL</u> -Cost of complete 1000KVA Dry Type AL Transformer as per attached technical specification.	2	Nos	15,341	30,682
2	<u>3150KVA DRY TYPE TRANSFORMER TECHNICAL</u> -Cost of complete 3150KVA Dry Type AL Transformer as per attached technical specification.	1	Nos	32,159	32,159

Grand Total Price in EURO 62,841

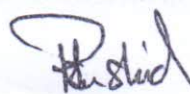
LOCAL PART

SL #	Descriptions	Qty.	Unit	Unit price in Taka	Total price in Taka
Sub-Station 01					
01)	<u>Drop Out Fuse</u> -Cost of complete Drop out fuse as per attached technical specification.	1	Set	5,300	5,300
02)	<u>Lightning Arrester</u> -Cost of complete Lightning Arrester as per attached technical specification.	1	Set	5,300	5,300
03)	<u>11KV HT SWITCHGEAR (1250A VCB):</u> -Cost of complete 11KV HT Panel. as per attached technical specification.	1	Set	596,690	596,690
04)	<u>11KV HT SWITCHGEAR (630A VCB):</u> -Cost of complete 11KV HT Panel. as per attached technical specification.	3	Set	583,430	1,750,289
05)	<u>1000KVA DRY TYPE TRANSFORMER INSTALLATION</u>	1	Nos	88,340	88,340
06)	<u>LT SWITCHGEAR FOR SS1 :</u> -Cost of complete LT Panel. as per attached technical specification.	1	Set	673,558	673,558
07)	<u>600kVAR AUTO/MANUAL PFI PLANT FOR SS 1</u> -Cost of complete PFI Panel.	1	Set	437,773	437,773

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For Trade International Industries Ltd.

Managing Director



Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

as per attached technical specification.

10)	Earthing -Cost of complete Earthing. as per attached technical specification.	4	Set	27,606	110,425
Sub-Station 02					
14)	<u>11KV HT SWITCHGEAR (630A VCB) INCOMING</u> -Cost of complete 11KV HT Panel. as per attached technical specification.	1	Set	583,430	583,430
15)	<u>11KV HT SWITCHGEAR (630A VCB) OUTGOING : 02 Set</u> -Cost of complete 11KV HT Panel. as per attached technical specification.	2	Set	583,430	1,166,860
16)	<u>3100KVA DRY TYPE TRANSFORMER INSTALLATION</u>	1	Nos	176,680	176,680
17)	<u>LT SWITCHGEAR PANEL 01 FOR SS2 : 1 Set</u> -Cost of complete LT Panel 01. as per attached technical specification.	1	Set	2,582,094	2,582,094
18)	<u>LT SWITCHGEAR PANEL 02 FOR SS2 : 1 Set</u> -Cost of complete LT Panel 02. as per attached technical specification.	1	Set	2,044,274	2,044,274
19)	<u>1900kVAR auto/manual PFI plant</u> -Cost of complete PFI Panel. as per attached technical specification.	2	Set	1,588,886	3,177,773
22)	Earthing -Cost of complete Earthing. as per attached technical specification.	4	Set	27,606	110,425
Sub-Station 03					
21)	<u>11KV HT SWITCHGEAR (630A VCB):</u> -Cost of complete 11KV HT Panel. as per attached technical specification.	1	Set	583,430	583,430
22)	<u>1000KVA DRY TYPE TRANSFORMER INSTALLATION</u>	1	Nos	88,340	88,340
23)	<u>LT SWITCHGEAR PANEL FOR SS3 :</u> -Cost of complete LT Panel. as per attached technical specification.	1	Set	821,193	821,193
24)	<u>600kVAR AUTO/MANUAL PFI PLANT FOR SS 3</u> -Cost of complete PFI Panel. as per attached technical specification.	1	Set	446,431	446,431
27)	Earthing -Cost of complete Earthing. as per attached technical specification.	4	Set	27,606	110,425

For Trade International Industries Ltd.

Managing Director

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28) 11kV Heat Sinkable Kit (SS1, SS2 & SS3)	20	Sets	2,945	58,893
29) Installation & Testing (SS1, SS2 & SS3) : LOADIN, UNLOADING & TRANSPORTATION COST, Cost of installation & testing of the above without any Power cable & civil works.	1	Job	117,787	117,787
30) Distribution Board				
DB-A1-1	1	Set	79,868	79,868
DB-A1-2	1	Set	62,627	62,627
DB-A1-3	1	Set	61,418	61,418
DB-A2-1	1	Set	53,059	53,059
DB-A2-2	1	Set	125,752	125,752
DB-A3-1	1	Set	51,701	51,701
DB-A3-2	1	Set	41,461	41,461
DB-A3-3	1	Set	42,924	42,924
DB-A3-4	1	Set	65,702	65,702
DB-A3-5	1	Set	120,871	120,871
DB-A3-6	1	Set	50,133	50,133
DB-A4-1	1	Set	134,320	134,320
DB-A4-2	1	Set	125,752	125,752
DB-A4-3	1	Set	122,460	122,460
DB-A4-4	1	Set	120,005	120,005
DB-DT A1	1	Set	28,816	28,816
DB-DT A3	1	Set	28,816	28,816
DB-B1	1	Set	95,375	95,375
DB-B-1-1	1	Set	43,028	43,028
DB-B2	1	Set	55,828	55,828
DB-B3	1	Set	38,640	38,640
DB-C-1	1	Set	132,866	132,866
DB-C-2	1	Set	97,362	97,362
DB-D-1	1	Set	345,947	345,947
DB-D-1-1	1	Set	41,565	41,565
DB-D-3	1	Set	103,029	103,029
DB-D-2	1	Set	48,218	48,218
			0	0
Grand Total Price In Taka Excluding VAT & AIT				18,053,251

For Trade International Industries Ltd.
Managing Director

Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.