



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.

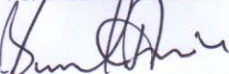
Dire Sir:

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

Head Office :

WAZHICO Tower [Level 3], 263, Jubilee Road
Chittagong, Bangladesh
Tel: +880 (31) 711567, 615999

Corporate Office :

49/A-49/B, Tejgaon I/A,
Dhaka, Bangladesh
Tel: +880 (2) 8170253 – 5

Factory:

206-207, Chhoto Sadipur, Sonargaon
Narayanganj, Bangladesh



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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, দূর্নীতিকে 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

- 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.
- 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.

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

Md. Harunor Rashid
Chief Operating Officer

Witness:

1.

2.

[Signature]
Md ARIFUL ISLAM
manager, sales
[Signature]
Ms. Liail Islam
AGM, PPTS

**FINANCIAL OFFER OF BBT
FOREIGN PART**

SL #	Descriptions	Qty.	Unit	Unit price in USD	Total price in USD
1	BBT-A (X-FORMER PNL TO LT PANEL IP55)	1	Lot	25,207	25,207
2	BBT-B (X-FORMER PNL TO LT PANEL IP55)	1	Lot	27,138	27,138
3	BBT-C (LT PANEL-TO ZONE-A-G.F) IP67	1	Lot	199,478	199,478
4	BBT-D (LT PANEL-TO ZONE-B-1.F) IP:67	1	Lot	18,336	18,336
5	LIGHTING BBT ZONE-A(G.F)	1	Lot	31,129	31,129
6	LIGHTING BBT ZONE-B(1.F)	1	Lot	31,952	31,952
Grand Total Price in USD					333,240

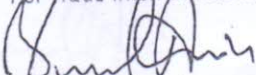
LOCAL PART

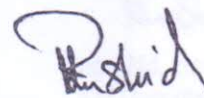
SL #	Descriptions	Qty.	Unit	Unit price in BDT	Total price in BDT
1	BBT HANGING MATERIAL	1	Lot	2,703,461	2,703,461
2	CONNECTING COPPER BAR	1	Lot	1,092,949	1,092,949
3	INSTALLATION & COMMISSIONING	1	Job	128,010	128,010
Grand Total Price in Taka Excluding VAT & AIT					3,924,420

**FINANCIAL OFFER OF LIGHTS
FOREIGN PART**

SL #	Descriptions	Qty.	Unit	Unit price in USD	Total price in USD
1	Supplying of 120W,1P-50Hz High-Bay LED Light fitting:	327	Set	54.90	17,952
2	Supplying of 2x18W-220V-1P-50Hz- T8 LED Tube light	1890	Set	9.02	17,048
Grand Total Price in USD					35,000

For Trade International Industries Ltd.


Managing Director



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

LOCAL PART

SL #	Descriptions	Qty.	Unit	Unit price in BDT	Total price in BDT
2	Installation of 2x18W-220V-1P-50Hz- T8 LED Tube light	1890	Set	166	314,031
Grand Total Price in Taka Excluding VAT & AIT					431,751

Notes :

- 01) HT & LT Cable STAND for 3100 KVA & 1000KVA TRANSFORMER will be arranged by CWPL
- 02) Cross arm channel for Dropout Fuse and LA will be arranged by CWPL.
- 03) All civil works for installation of substation equipment and Earthing Pit preparation are excluded.
- 04) Cable Bottom Entry, Cable Gland Excluded.
- 05) Installation Material (Cable, Cable Tray, Cable lugs, glands & connection accessories like nut bolts, rawl plug etc) excluded.
- 06) Installation, supervision & Commissioning will be done by CWPL. All labor required for installation are excluded.
- 07) Earthing Cable between earthing bar to connect equipment & related cable lugs are excluded.

Terms & Conditions :

- 01) Validity : Our offer will remain valid for a period of 30 days from the date of this offer.
- 02) Delivery: Within 120 days from date of Contract Signing & mobilization advance from 1st Party
- 04) Warranty : One year after commissioning or one & half year from the date of delivery whichever comes first.

Thanking you.

Yours very truly,

Md Ariful Islam
Manager , Sales
Cross World Power Ltd

For Trade International Industries Ltd.

Managing Director

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

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