



UNIT :



**A.K.M. KNIT WEAR LTD.**

*(100% Export Oriented garments industry)*

- ☐ A.K.M Knit Wear Ltd.
- ☐ Pacific Blue (Jeans Wear) Ltd.
- ☐ Al-Muslim Washing Ltd.
- ☐ Al-Muslim Garments Accessories Ltd.
- ☐ Al-Muslim Yarn Dyeing Ltd.
- ☐ Al-Muslim Real Estate Ltd.
- ☐ Al-Muslim Builders Ltd.

Ref : AKM001/261118

Date: 01.12.2018

**M/S---CROSS WORLD POWER LIMITED.**

Address: Plot 1/B, Road 90, Gulshan 2, Dhaka 1212, Bangladesh | p: (880 2) 5881 1858, 989 1442 | f: (880 2) 5881 5160, web: [www.cross-world.com](http://www.cross-world.com)

**Chairman :** Syed Raziur Rahman Chawdhury, Cell : +8801917702100

**Attention:** Engr.Md. Harunor Rashid (Chief Operating Officer). Cell : +8801755514702

**Subject:** Work Order for supply, installation, testing & commissioning of 33/11KV, 12.5MVA outdoor type sub-station.

- Ref: i. Agreement signed on dated : 26.11.2018  
ii. Revised technical & financial proposal submitted on ref. -CWPL-SB\_0092\_18. Date : 22 November, 2018.

Dear Sir,

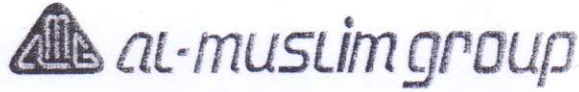
With Reference to your quotation No. Ref: -CWPL-SB\_0092\_18, we are pleased to place an order for supply, installation, testing & commissioning of 33/11KV, 12.5MVA outdoor type sub-station with necessary accessories as per our approved specifications. The specifications are mentioned in the agreement signed on 26<sup>th</sup> November, 2018 by the both parties which will be the integral part of this work order.

Total cost of the works are i) TK.94.00.000.00 (Taka Ninety Four Lac Only) for local part and ii) EURO 1.60,000.00 (One Lac Sixty Thousand Euro Only) for foreign part of the works. The price is fixed. There is no scope of price escalation for the works.

Thanking you.

For, A.K.M Knit Wear Ltd.

Executive Director



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## DEED OF AGREEMENT

This DEED OF AGREEMENT for supply, installation supervision, testing and commissioning of 33/11KV, 12.5MVA Outdoor type Sub-station with other necessary equipments at the factory premises of A.K.M Knit Wear Ltd. At 14 Gedda, Karnapara, Ulail, Savar, Dhaka is made on 26<sup>th</sup> November, 2018.

### BETWEEN

**A.K.M Knit Wear Ltd.** represented by its Executive Director, hereinafter referred to as the 'Buyer' also called the 'FIRST PARTY', which expression, where the context so admits shall include its successors in interest and assigns of the 'FIRST PARTY'.

### AND

**CROSS WORLD POWER LTD.** represented by its Chief Operating Officer of Address: Plot 1/B, Road 90, Gulshan 2, Dhaka 1212, Bangladesh | p: (880 2) 5881 1858, 989 1442 | f: (880 2) 5881 5160 | mob: +88 017 555 14 773 www.cross-world.com, Bangladesh, hereinafter referred to as the 'Contractor' / 'Supplier' also called the 'SECOND PARTY', which expression, where the context so admits shall include its successors in interest and assigns of the 'SECOND PARTY'.

WHEREAS, the SECOND PARTY is the Local Agent of M/S SEA of ITALY and has submitted to the FIRST PARTY its Final Commercial Offer under Ref: -CWPL -SB\_0092\_18 for the supply, installation, testing and commissioning of SEA Brand 12.5MVA Oil Type Transformer with OLTC and 33KV Outdoor Sub-station equipment with ELB approval at the project of A.K.M Knit Wear Ltd, address at 14 Gedda, Karnapara, Ulail, Savar, Dhaka.

AND WHEREAS the FIRST PARTY accepted the Final Commercial Offer of the SECOND PARTY as mentioned above.

Now the above mentioned parties mutually agreed to work together under the Terms and Conditions stated herein under:

### Terms And Conditions :

1. **Scope of Works:** The supplier agreed to carry out for supply, installation supervision, testing and commissioning of 33/11KV, 12.5MVA Outdoor type Sub-station with other necessary equipments as per our detailed specifications mentioned in this agreement





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2. Price:

**Part – A: Local Portion for Equipment & installation in BDT:**

Sl. No.	Descriptions	Qty.	Unit	Unit Price in BDT	Total Price in BDT
1	33kV GANG ISOLATOR WITH EARTH BLADE:	1	Set	110,000.00	110,000.00
2	33kV Surge Arrester:	1	Set	110,000.00	110,000.00
3	33kV CT (Outdoor) For Protection:	3	Nos	110,000.00	330,000.00
4	33kV PT (Outdoor) For Protection:	3	Nos	110,000.00	330,000.00
5	33kV TP, Vacuum Circuit Breaker (VCB) Outdoor Type:	1	Set	1,250,000.00	1,250,000.00
6	Control & Protection Panel:	1	Set	700,000.00	700,000.00
7	11kV HT Switchgear Incoming and Outgoing Panel	5	Set	700,000.00	3,500,000.00
8	Battery, Charger & AC, DC Panel:	1	Set	650,000.00	650,000.00
9	Mesh Type System Earthing:	1	Job	600,000.00	600,000.00
10	33KV Steel Structure:	1	Job	1,200,000.00	1,200,000.00
11	33KV Bus dropper, conductor, clamp & other hardware materials for structure:	1	Set	200,000.00	200,000.00
12	Heat Shrinkable Kit:	6	Set	3,500.00	21,000.00
13	Delivery, Installation, Testing & Commissioning without any cable and Civil works	1	Job	200,000.00	200,000.00
<b>Total Value in BDT without VAT &amp; AIT for PART-A:</b>					<b>92,01,000.00</b>

**Part – B: Local Portion for Metering & ELB:**

Sl. No.	Descriptions	Qty.	Unit	Unit Price in Taka	Total Price in Taka
1	ABS	1	Set	1,20,000.00	1,20,000.00
2	Auto Circuit Re-closure (ACR):	1	Set	1,500,000.00	1,500,000.00
3	33KV CT with CBS Test for Metering	3	Set	120,000.00	360,000.00





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4	33KV PT with CRS Test for Metering (Outdoor)	3	Set	120,000.00	360,000.00
5	Electrical Licensing Board (Without Govt. Fee)	1	Job	400,000.00	400,000.00
Total Value in BDT without VAT & AIT for PART-B:					27,40,000.00

Grand Total Value in BDT without VAT & AIT for PART-A & PART-B:					1,19,41,000.00
Special Discount:					25,41,000.00
Gross Total Value in BDT without VAT & AIT for PART-A & PART-B:					94,00,000.00

**Part – C: Foreign Portion in EURO**

Sl. No.	Descriptions	Qty.	Unit	Unit Price in EURO	Total Price in EURO
1	33kV /11kV 12MVA Transformer with OLTC (Huaming, China): Brand : SEA, Italy (Special Spec: No Load Loss: 10kW (max.), Full load loss 55kW (max.))	1	No.	1,60,000.00	1,60,000.00
Grand Total CFR for Chittagong Port Delivery (in EURO):					1,60,000.00

Owner Delivery Address : A.K.M Knit Wear Ltd.

PI issuing company name : PACIFIC BLUE (JEANS WEAR) LTD. Only for foreign

Payment purpose.

Above both companies are sister concern of Al-Muslim Group.





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[Signature]

3. Technical Specifications of 33/11KV Substation Equipment:

Technical details of 33 KV /11KV Substation				
SI No.	Description		Cross World	
33 KV: Outdoor				
		Specification	Qty	Ratings
Part:B, Sl:1	33 KV ABS	Operating voltage	01 Set	36Kv
		Breaking Current		16kA
		Making Current		40kA
		BIL		170kV
		Warranty		2 Years
		Brand,Origin		Energypac
Part:B, Sl:2	33 KV ACR	Rated Voltage	01 Set	38kV
		Rated Current		630A
		Rated Short Circuit breaking Current		12.5/16 KA
		Warranty		2 Years
		Brand,Origin		Entake,Korea
Part:B, Sl:3	33 KV CT (Metering)	Ratio & Class	01 Set	300/5-5A. 0.5
		Warranty		2 Years
		Brand,Origin		TS/Energypac
Part:B, Sl:4	33 KV PT (Metering)	Rated primary Voltage	01 Set	33kV
		Rated Secondary Voltage		110/3
		Rated burden & Ratio &Accuracy Class		50VA. 33/3-0-110//3kV-0.2
		Warranty		2 Years
		Brand,Origin		TS/Energypac
Part:A, Sl:1	33 Kv Isolater	Breaking Current	01 Set	62.2kA
		Making Current		20 KA
		Warranty		2 Years
		Brand,Origin		TS/Energypac
Part:A, Sl:3	33 Kv CT (Protection)	Ratio & Class	03 Nos	300/5-5A. 0.2
		Warranty		2 Years
		Brand,Origin		TS/Energypac
Part:A, Sl:4	33 Kv PT (Protection)	Rated primary Voltage	03 Nos	33kV
		Rated Secondary Voltage		240V
		Rated burden & Ratio & Accuracy Class		33//3:0.240//3kV-0.2
		Warranty		2 Years
		Brand,Origin		TS/Energypac
Part:A, Sl:2	33 Kv Lightning Arrestor	System Fault Level	01 Set	16kA
		Lighting Impulse Voltage		170kV
		Warranty		2 Years
		Brand,Origin		China (Good Quality/UL Listed (if available))
Part:A, Sl:5	33 Kv Switchgear (MCP)	Rated Voltage	01 Set	33kV
		Rated Current		1250A
		Breaking Capacity		25kA





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Part:A, Sl:10	Structure	Steel Structure	01 Set	Gantry Steel Structure
Part:A, Sl:9	Mesh Earthing & ELB	How many Pcs	01 Lot	18/6
Transformer With OLTC				
Part:C, Sl:1	Transformer With OLTC	Rated Power	01 Pcs	12.5 MVA
		System voltage		33kV / 11kV
		OLTC Brand Origin		Humaing, China
		Tap Changer		On Load
		No. Of Tap Position		16 Step 17 Position
		No load loss		10 KW
		Full load loss		55 KW
		Cooling System		ONAN
		Ambient Temp.		-20/+45 C
		Transformer Warranty		2.5 Years from Port Delivery Time
	Brand,Origin		Sea.Italy	
11 KV : Indoor				
Part:A, Sl:7	11 KV CT	Ratio & Class Warranty Brand,Origin	03 Nos	150/5/5A 2 Years TS/Energypac
Part:A, Sl:6	Control Panel	IDMT Relay brand SWG Sheet Digital Power Meter & other Accessories brand Warranty Made By,Brand,Origin	01 Set	ABB,Italy 14/16SWG Schneider 2 Years CWPL
Part:A, Sl:7	11 Kv HT Switch Gear (VCB): Incoming	Rated Voltage Rated Current VCB Brand, Origin Warranty CT Ratio,Brand & Class PT Ratio,Brand, Origin MCB & Other Accessories Brand Digital Power Meter ,Brand, Origin IDMT Relay,Brand, Origin	01 Set	11kV 1250A ABB,Italy 2 Years 600/5/5A, 0.5 11000/110V , 0.5 ABB,Italy Schneider ABB,Italy
Part:A, Sl:7	11 Kv HT Switch Gear (VCB): Outgoing	Rated Voltage Rated Current VCB Brand, Origin Warranty CT Ratio,Brand & Class PT Ratio,Brand & Accuracy Class MCB & Other Accessories Brand Digital Power Meter ,Brand, Origin IDMT Relay,Brand, Origin	04 Set	11kV 630A ABB,Italy 2 Years 150/5/5A, 0.5 11000/110V , 0.5 ABB,Italy Schneider ABB,Italy
Part:A, Sl:8	Battery,Charger & AC, DC Panel	Voltage Capacity at the Discharge No. Of Cells & voltage Per Cell Ambient Temp. Brand, Origin	01 Set	110 V DC 100AH 55 Nos & 2V 50 deg. Rahimafroz/Hamko
	Full Substation	Full Support	01 Job	2 Years





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The more detail specifications of the materials will be as per approved and revised offer submitted by the 2<sup>nd</sup> party on ref. -CWPL -SB\_0092\_18. Date : 22 November, 2018.

**5. Special Terms & Condition:**

The 2<sup>nd</sup> party will not be authorized to engage any sub contractor to complete the whole or part of the agreed works.

**6. Schedule of Payment:** The payment for the supply, installation, testing & commissioning works will be made as per below schedule.

a) Local Portions:

1. 25% at the time of the work order.
2. 40% payment will be made after inspection of materials & clearance from the 1<sup>st</sup> party with a 10 days ahead postdated Cheque.
3. 25% after commission of substation successfully.
4. Remaining 10% after 06 months from the date of commissioning of the works.

b) Foreign Portions: LC 180 days.

7. **Delivery (Local Portion)::** Within 120 Days from the date of receiving advance payment.
8. **Shipment:** The Transformer with others related materials will be shipped within 180 days after receiving Work order by the 2<sup>nd</sup> party from the 1<sup>st</sup> party.
9. **Pre Shipment Inspection:** A Pre shipment inspection may be arranged by the 1<sup>st</sup> party before delivery of Transformer from the manufacture factory (at least 02 persons from the 1<sup>st</sup> party). 1<sup>st</sup> party will observe the necessary factory test at the manufacturer end. The 2<sup>nd</sup> party will help to process any official formalities required regarding this issue.
10. **Installation:** 2<sup>nd</sup> party will do the installation works as per the approved design of the 1<sup>st</sup> party.

**Warranty:**

**Local Portion:** The 2<sup>nd</sup> party will provide warranty of the supplied materials/equipment for any defect for a period of 24 months from the date of Commissioning subject to non-repairing/dismantling the equipment by the 1<sup>st</sup> party (except prior permission from 2<sup>nd</sup> party).

**Foreign Portion:** The 2<sup>nd</sup> party will provide warranty of the supplied materials/equipment for any defect for a period of 24 months from the date of Commissioning subject to non-repairing/dismantling the equipment by the 1<sup>st</sup> party (except prior permission from 2<sup>nd</sup> party).

If the substation is need to keep out of service for any defect of any equipment, the 2<sup>nd</sup> party must have to provide the backup support to the 1<sup>st</sup> party during warranty period to keep the factory in





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**COMPLETION TIME:**

Total completion time for this work is 8 (Eight) months from the date of work order.

**Compensation/Penalty:**

1. The Supplied materials specially transformer, OLTC, VCB etc. should be confirmed strictly with our approved specification. Particularly, after delivery of Transformer, the 1<sup>st</sup> party will run the necessary factory test for the basic parameters in local laboratories (MIST) to confirm the specification/quality. If the losses (No load & Full load, % impedance) are exceed the predefined value (maximum tolerance will be considered 5% of full load loss, 58KW & 2% of the no load loss, 10.25KW) the 2<sup>nd</sup> party will be liable for compensation as given below.
  - i. For each KW of excess in No load losses: TK.4,00,000 (Taka Four Lac) Per KW.
  - ii. For each KW of excess in Full load losses: TK.50,000 (Taka Fifty Thousand) Per KW.
2. The 2<sup>nd</sup> party will be responsible to complete the works smoothly with their professional trained team in due time without hampering/damaging any properties/human being of the 1<sup>st</sup> party. For any damages of properties or financial loss of 1<sup>st</sup> party done by the 2<sup>nd</sup> party, the 2<sup>nd</sup> party will be duely being compensated by the 1<sup>st</sup> party.

**LIQUIDATED DAMAGE**

The Second Party shall be liable to pay liquidated damages @ 0.5% (zero point five) of the Contract amount for each week of delay if they fail to complete the work as per intended time of completion with a maximum of 7.5% of Contract Amount to be paid to First Party within 15 (fifteen) days of completion of the work but before receiving the final payment from the First Party. Alternatively the First Party holds the option to adjust the delay charges from the due amounts of the bill.

That if the First Party fails to maintain the Payment schedule on time, it shall lose the right to take an action against the Second Party for any reasonable delay in Completion of the work.

**SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT:**

The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:

- (a) Take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;
- (b) Provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and
- (c) Take all reasonable steps to protect the environment on and off the Site and to avoid





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**INSURANCE**

2<sup>nd</sup> party will ensure insurance coverage of their employee who will be deployed in this project of Al-Muslim Group.

**ARBITRATION:**

That in the First Party of any disagreement or dispute with regard to the interpretation of the terms of this Deed of Agreement, such disagreement or dispute shall be resolved amicably, failing which such matter shall be referred to for arbitration by two Arbitrators, of whom one shall be appointed by each of the parties, and an Umpire to be appointed by the two Arbitrators. In case of their failure to agree on resolution, the decision of the Umpire shall be final and binding upon the parties.

**UTILITY CHARGES**

The First Party shall pay the electricity charges, water charges, sewer service charges and other charges which may become a lien on the working premises.

**In Witness whereof:**

Both the Buyer & Supplier have conceded in this Agreement to be executed with their seal & signature as of the day & year first above written.

On behalf of  
FIRST PARTY (Buyer)

*[Signature]*

.....  
Executive Director  
A.K.M Knit Wear Ltd.

On behalf of  
SECOND PARTY (Supplier)

*[Signature]*

(Engr. Md. Harunor Rashid)  
Chief Operating Officer,  
CROSS WORLD POWER LTD.

**Witness**

1. Md. Firoz Ahmed  
G.M. (Accounts & Finance)
2. Md. Rafiqul Islam  
Electrical Consultant -

**Witness**

1. DM Sarwar Hosen
2. Md. Mizanur Rahman