

সেনা কল্যাণ সংস্থা SENA KALYAN SANGSTHA

SENA KALYAN SANGSTHA

RAOWA COMPLEX (Level-6) VIP ROAD, MOHAKHALI DHAKA-1206, BANGLADESH : 88-02-9890819 PABX : 88-02-9890900 FAX : info@senakalyan.com E-mail : www.senakalyan.org

10 February 2019

SKS/230/EPM/SKS Tower/Generator/770

SKS Tender Notice in "The Daily Ittefaque" & "The Bangladesh Observer" dated 18 Nov 2018. References: A.

KVA GENERATING SET FOR 13-STORIED SKS TOWER AT MOHAKHALI, DHAKA

NOTIFICATION OF AWARD: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1×650

- Your Submitted Tender No Nil; dated 12 Dec 2018. B.
- This is to notify you that your Submitted Tender No: Nil; Dated 12 Dec 2018 for the Supply, Installation, Testing and Commissioning of 1×650 KVA Generator Set For 13-Storied SKS Tower at Mohakhali, Dhaka" at a negotiated cost of Tk.1,16,00,000.00 (Tk. One crore sixteen lac) only has been accepted by the Management of Sena Kalyan Sangstha.
- You are thus requested to take following actions: 2.
 - Accept in writing this Notification of Award within 07 (seven) days of issuance of this
 - Sign the Contract Agreement within 07 (seven) days of issuance of this letter. ii.
- You may proceed with the execution of work only upon completion of the above task and after receiving the work order. You may also note that this Notification of Award shall constitute the formation of the Contract Agreement which shall become binding upon you.
- You shall give 5% (five percent) Performance Guarantee of total contractual amount to Sena Kalyan Sangstha within 07 (seven) days of receiving Notification of Award for 18 (eighteen) months validity which will be returned on expiry of maintenance period.
- You shall submit a detail "Work Schedule" within 07 (seven) days of receiving Notification of Award maintaining with proper time and forecasted necessary difficulties. You shall have to submit 03 (three) copies of filled in tender schedule to the authority as per your quoted rate.
- Draft Contract Agreement is attached herewith for your perusal.

For necessary action at your end please. 7.

> Col S M Merazul Islam Deputy Director General Engineering & PM Division

Distribution:

External:

Action:

Managing Director CROSS WORLD POWER LTD Plot-1/B, Road-90 Gulshan-2, Dhaka-1212

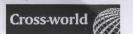
Information:

SKS Tower, Mohakhali, Dhaka

Internal:

Secretariat, SKS

DDG (Fin), SKS



Financial Proposal SKS TOWER, MOHAKHALI ESTIMATE OF ADDITIONAL DIESEL GENERATOR **EMERGENCY GENERATOR** Total SL No. Description of Item Unit Estimated Rate in Taka **Total Amount** in Taka Quantity 1 EMERGENCY DIESEL GENERATOR: Supply, installation, testing and commissioning of the following KVA, 400 / 230V, 3-phase, 50Hz floor mounted indoor type continuous rating emergency diesel generating set suitable for trupicallised country like Banladesh as per detailed specification as mentioned below (Manufactured in USA / UK / SWEEDEN / GERMANY / SWITZERLAND / FRANCE / JAPAN / ITALY in accordance with NEMA/IEC /VDE/JIS standards -1 Four stroke, 1500 rpm, air cooled battery start, diesel engine complete with all necessary standard accessories viz water cooled radiator with blower fan with fan guard, lubricating oil pump, fuel injection pump, auto speed governor, air clearner, fuel and oil tank, automatic safety shut-off and indicator for high water temperature, low oil. Presure, over speed, water temperature gauge, oil presure gauge, tachometer, strting and stopping switch, exhaust silencer, vibration isolator mounting steel base frame to support ratiator, Engine and Alternator etc complete as required Alternator having one single bearing, brushless rotating type compound self-exciting compound system, drip-proof screen protected type with output voltage maintained within ± 1% with electriccally. operated Automavtic Voltage Regulator etc. complete as reuquired. Full set of tools necessary for maintenance of complete generating set foundation bolts with nuts, starting, battery, commecting leads with sockets, battery, charger, first filling of libricants and fuel etc. compete as required with autostart, auto-shutoff and auot-change over system with ATS and with local canopy TK 7,770,600 Taka TK 7,770,600 Taka Seventy Seven Lac Seventy Seven Lac Seventy Thousand Six Seventy Thousand Six Hundred only Hundred only 1.1 650 KVA Prime Rating 2 EMERGENCY L.T. PANEL-2 TK 360,000 Supply, installation, testing & commissioning of Emergency L.T. TK 360,000 Taka

Set

Panel- 2 as per Drawing

Three Lac Sixty

Thousand only

Taka Three Lac Sixty

Thousand only



3	L.T. CABLE				
- 1	Supply, installation,testing & commissioning of the folloiwng type of L.T Cable as per Drawing.	Propo			
3.1	1 C , 240 mm2 XLPE	Meter	1050	TK 2,838 Taka Two thousand eight hundred thirty eight only	TK 2,979,900 Taka Twenty nine lad seventy nine thousand nine hundred only
3.2	1 C, 70 mm2 NYY	Meter	150	TK 880 Taka Eight Hundred Eighty only	TK 132,000 Taka one lac thirty two thousand only
4	Cable Ladder :			TV 1 075	TK 197,500
	Single Ladder Dim W X D - 350mm X 50mm; L-; Made with 50mmX50mm MS Angle, Thickness 3,4,5mm with painting. Support with threaded stick MS/GI rod, lock nut bolt and washer.	Meter	100	TK 1,975 Taka one thousand nine hundred seventy five only	Taka one lac ninety seven thousand five hundred only
5	Earthing Cable				
	1 X 120 mm2 BYA (Green) from Earting Copper bar to gen & equipment for 1 x 650 KVA Genset	Meter (Approx.)	30	TK 1,300 Taka one thousand three hundred only	TK 39,000 Taka Thirty Nine Thousand only
	Exhaust System for 1X650 KVA Genset :	Feet (Approx.)	20	TK 2,800 Taka Two thousand eight hundred only	TK 56,000 Taka Fifty Six Thousand only
- 1	Exhaust Silencer straight Pipe with Bends/Elbow with Heat				
6.2	Exhaust Heat Insulation with 1 nos silencer box Insulation Of Pipe with Rockwool/Glasswool (25.4mm min thickness) along with 1 mm Aluminium sheet clading.	Job	1	TK 25,000 ; Taka Twenty Five Thousand only	TK 25,000 Taka Twenty Five Thousand only
7	Cooling Systems for 1 X 650 KVA Genset :				
	Radiator Hot Air Ducting :				
	WXH- 4'X4'; L-10'; Made With 22 SWG MS sheet,Angle bar, flat bar support,Canvas cloth, Iron mesh etc for 1X650 KVA Genset	Sq-ft (Approx.)	160	TK 250 Taka Two hundred fifty only	TK 40,000 Taka Forty Thousand onl
	cioti, ii dii iiican ete ier ziteee www.cemee			Total =	11,600,000

In word: Taka one core sixteen lac only, Including All VAT & TAX

With Best Regards

Md Ariful Islam Manager , Sales Cross World Power Ltd

DEED OF AGREEMENT

THIS AGREEMENT is made on this -----day of the month of February in the year Two thousand nineteen Era.

BETWEEN

Maruf Ahmed, (NID No 779 574 6291 and TIN No 486448205087), General Manager, Business Administration on behalf of Cross World Power Ltd, (TIN No 287375911315/Cir 79 (Companies) Zone 4, Dhaka, Plot-1/B, Road-90, Gulshan-2, Dhaka-1212. Hereinafter referred to as the "Contractor" which expression where the context so admits shall include its successors-in-interest and assigns, of the one part;

AND

Deputy Director General (EPM), on behalf of Sena Kalyan Sangstha, SKS Tower (Leve-10), 7, VIP Road, Mohakhali, Dhaka-1206, hereinafter referred to as the "Purchaser" which expression where the context so admits shall include its successors-in-interest and assigns, of the other part.

WHEREAS the Cross World Power Ltd, engaged in the supply and commission of Generator business in Bangladesh.

AND WHEREAS the Purchaser for the Project SKS Tower at 7, Sador Road, Mohakhali, Dhaka needs1×650 KVA Generator Set and invited quotation the Contractor submitted offer for the supply, installation, testing and commissioning of the said Diesel Generating Set.

AND WHEREAS the Purchaser finds the offer of the Contractor competitive and intends to enter into an agreement to purchase 1×650 KVA Generator Set.

NOW THE PARTIES HERETO mutually agrees as follows:

1) That the **Contractor** shall supply 1×650 KVA Generator Set and related accessories at a negotiation cost of Tk. 1,16,00,000.00 (Tk. One crore sixteen lac) only. As per Govt. rules all applicable VAT and TAX will be deducted from the bill.

- 2) <u>Contract Value</u>: Contract value for supply, Installation, Testing and commissioning of 1×650 KVA Generator Set for the said project is at a negotiation cost of Tk. 1,16,00,000.00 (Tk. One crore sixteen lac) only. As per Govt. rules all applicable VAT and TAX will be deducted from the bill.
- 3) <u>Technical Specification:</u> Technical specification described in Tender Documents (Part-4) along with decisions of pre-bid meetings are an integral part of this agreement.
- 4) <u>Termination</u>: Purchaser can terminate this agreement with 15 (Fifteen) days advance notice. In this regard para 3.28 of Tender document is an integral part of this agreement.
- 5) <u>Time of Completion</u>: Within 03 (three) months from the date of award of contract (including supply, installation, testing and commissioning).
- 6) <u>Duration</u>: Duration of this agreement is 01 (One) year from issuing the work order.
- 7) <u>Training</u>: The Contractor will arrange local training of 01xSAE and 02x technicians of SKS Tower, Mohakhali for 15(fifteen) days regarding the operation and maintenance of the supplied equipment.
- 8) Manual & Accessories: The Contractor will handover 02 (two) sets of operation manuals and all integral accessories etc to the Purchaser while handing over the equipments to Purchaser.
- 9) <u>Performance</u>: After commissioning, if the performance and efficiency of the supplied equipments are found less than what is agreed upon in the technical specification, the **Contractor** will be bound to replace the item as per warranty clause of the tender documents.
- 10) <u>Liquidated Damages:</u> The amount of Liquidated Damages for the incomplete works is Tk. 20,000/- (twenty thousand) per day of delay. The maximum amount of Liquidated Damage is 10 (Ten) percent of the final Contract price of the whole of the works.
- 11) <u>Tax & Duties and Other Related Expenditure</u>: The contractor shall be entirely responsible for supply, Installation, Testing and commissioning of 1×650 KVA Diesel Generating Set for the said project including all taxes, all formalities charges in home and aboard whatsoever comes in.

12) PAYMENT SCHEDULE:

- (a) 55% of total bill will be paid after receive of all materials at site if LC opened by Contractor.
- (b) 40% of total bill will be paid after completion of work if LC opened by the Contractor or 90% of local part will be paid on pro-rata basis according to the actual progress of work if LC opened by Sena Kalyan Sangstha.
- (c) 5% of the gross bill will be kept as security money & which will be refunded after 1 (one) year (i.e. warranty period) from the date of Commissioning/Handover of the equipment.
- (d) The Supplier shall give 5% (five percent) Bank Guarantee of total amount to Sena Kalyan Sangstha within 07 days of receiving NOA for 18 (eighteen) months validity which will be returned on expiry of warranty period.
- (e) No advance payment will be admissible whatsoever.
- (f) No demand for price escalation will be admissible.
- 13) <u>Maintenance/Guarantee/Warranty:</u> The Tender shall give a protective maintenance guarantee for 12 (twelve) months after commissioning of the plant for major equipment. In case of malfunction of any component of machinery, equipment/installation materials, instruments, control etc the Tenderer/Manufacture will rectify the defects and replace the defective component free of all cost and charge.
- 14) The **Purchaser** agrees to make ready the sites as follows:
 - a) All civil work required to ready to set up the generator will be done by the Purchaser.
 - b) The purchaser will provide electrical power line of 400 volts, 3 phase, for erection purpose.
 - c) The purchaser will provide a store at site under **Contractor** own control to keep the materials in a suitable condition.
- 15) <u>Free Servicing</u>: 02 (Two) years from the date of commissioning without any material.
- 16) That this agreement shall be executed in two counterparts, one for the **Contractor** and the other for the **Purchaser**.

- 17) That if due to Force Majeure, such as war, invasion acts of God revolution, civil riots and acts of government, the performance if the agreement could not be carried out, the time for the performance of such obligation shall be extended for the period for which circumstances and their effects remains enforce.
- 18) <u>Arbitration</u>: In case of any difference or dispute arising in between the Purchaser and the Supplier, every attempt shall be made to resolve the matter amicably; otherwise the matter shall be finally settled through arbitration under the Arbitration Act-2002 of Bangladesh.
- 19) The **TENDER DOCUMENT** containing Abstract of Tender, Tender Notice, Instruction to Tenderers, Technical Specification, Annexture-1, BOQ and all the documents/specifications supplied by the Contractor during tender. Drawings and all other papers and documents mentioned elsewhere in the Tender including addendum shall be deemed to form and be read and construed as part of this Contract Agreement.

IN WITNESS WHEREOF the parties hereto sign and execute this Agreement on the day, month and year aforementioned.

SIGNATURE OF THE SUPPLIER Maruf Ahmed General Manager Business Administration Cross World Power Ltd

WITNESS:

1.

ESS: WITNESS:

Lt Col Md Abdur Rahman, psc (Retd)
 General Manager
 Engineering & PM Division
 Sena Kalyan Sangstha

SIGNATURE OF THE PURCHASER

Col S M Merazul Islam, afwc, psc

Deputy Director General

Sena Kalyan Sangstha

Engineering & PM Division

Md Nazmul Hasan
 Manager (Civil)
 Engineering & PM Division
 Sena Kalyan Sangstha