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### DEED OF AGREEMENT

This DEED OF AGREEMENT is made on March 20, 2019 Christian era.

#### **BETWEEN**

**Moulovi Bazzar Trade Center**, 78, Moulovi Bazar, Dhaka-1211 is the 'FIRST PARTY', 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 House # 1/B, Road # 90, Gulshan-2, Dhaka-1212, Bangladesh, the local agent and exclusive distributor of **TEMPEST Brand, Perkins Engine**, Diesel Generating Set, 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 Second party has made the offer vide has letter no. **Ref: CWPL-AM/0853/19-R03 & CWPL-AM/0853/19-R03F** dated **March 20, 2019** for supply, install, testing and commission of TEMPEST Brand 2x300 KVA (Prime) Rating Diesel Generator with Perkins Engine and Stamford Alternator, plant mounted synchronizing panel, Local Canopy for 2x300 KVA Genset & Local Auto Transfer Switch (ATS) With Feeder Panel.

#### Terms and conditions:

**A.1. Product details:** Brand new Diesel Generator (Tempest Brand), Model: PS300, 415/240V, 3 Phase, 4 Wire, 50 Hz, 0.8 P.F. as per our technical offer. **(Annexure-I)**

**A.2. Work Scope:** The supplier agreed to carry out supply, installation, testing, commissioning and supervision of the Diesel Generator at site & the 1<sup>st</sup> party will provide all kinds of commissioning related materials except **Lube Oil and Coolant**.

**A.3.** The other technical specifications as mentioned in the offer no. **Ref: CWPL-AM/0853/19-R03** dated **March 20, 2019** (Annexure-I)

**A.4. Delivery schedule:** The 2nd Party will make delivery of the Genset at the project site within 15 days from the date of contract sign.

**A.5. PRICE:** As per REF: **CWPL-AM/0853/19-R03F** dated **March 20, 2019** Contract Value is BDT 7,300,000.00 (in words: Seventy-Three Lac) excluding all type of VAT & Tax (Annexure-II) for 2 x 300 KVA Genset, Local Canopy & Local ATS with feeder panel.

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”





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**Schedule of payment:**

The 1<sup>st</sup> Party has made the schedule of payment to the 2<sup>nd</sup> Party is as follows:

A.6. i) 30% at the time of contract sign ii) 40% After Delivery Goods at Sight & iii) 30% After Commissioning.

**Warranty:**

As per standard of manufacturer, we provide 3000 hours or 2 years warranty whichever comes first (Except Battery, Battery have 1 year warranty), effective from the date of delivery at the client's premises. Our warranty policy is for any manufacturing defects or any premature wear & tear due to usage. The faulty part(s) is/are replaced/repared within the warranty period. However, Warranty doesn't cover improper maintenance by the user, consumable items, servicing by unauthorized person, running the genset above it's capacity or any unauthorized modification of the genset.

**Installation & Commissioning:**

The price quoted here includes Carrying, Loading, Unloading, Installation & Commissioning charge provided the genset is installed in Basement or at Ground Floor level within Dhaka City. However, this offer does not include the cost of commissioning materials, such as, Power/Control Cable, Diesel, Civil works, Ducting, Manual labor, Silencer pipe Extension Work & any other materials that may be necessary for installation of the generator set

**After Sales Service:**

The supplier will provide 24 months' free services for the above mentioned Genset from the date of commissioning, within this period, the first party or buyer will pay the consumable items required for servicing.

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