

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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DEED OF AGREEMENT

This DEED OF AGREEMENT for the Generating Set is made on 12 05, 2019, Christian era.

B E T W E E N

Latumia Complex , S.S K Road, Feni Bangladesh., 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.

A N D

M/S. CROSS WORLD POWER LTD. having its office at House # 1/B, Road # 90, Gulshan-2, Dhakla-1212, Bangladesh, the local agent of Tempest Brand UK Origin Diesel Generator with Local Floor Mounting Canopy & Local ATS, 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.

W H E R E A S the Second party has made the offer vide has letter no. Ref: CWPL-AM/1244/19F Dated – Mar 28,2019 for supply of Diesel Generator of 1X60KVA, Model: PS60, Engine –Perkins UK, Alternator- Stamford , UK. With Local Floor Mounting Canopy & ATS.

Details scope of supply: The second party will ensure the following scope of supply to the first party.

- a) Capacity: 60KVA (Prime). b) Brand: Tempest,UK. c) Model: PS60
- d) Engine: Perkins,UK. Model: 1103A-33TG2
- e) Alternator: Stamford, UK, Model: UCI224E/S1L2Y, 50Hz
- d) Control Module: Deep see, UK.

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Terms and conditions:

01. 2<sup>nd</sup> Party Supply the Diesel Generator after Work order along with payment terms by 1<sup>st</sup> party.
02. The 1<sup>st</sup> party will collect the signed commissioning certificate on the date of completion of commissioning works, 1<sup>st</sup> party will accept the commissioning certificate and hand-over to 2<sup>nd</sup> party duly
03. The 1<sup>st</sup> Party shall keep ready of the sites where the generators are to be installed by providing necessary foundation, Electric supply, Water supply and other requirements for installing the generators in due time.
04. The installation and commissioning will be completed by the 2<sup>nd</sup> Party within due working days from the date of the said generators delivery to the 1<sup>st</sup> Party's premises. The 1<sup>st</sup> Party will supply all necessary Installation & commissioning materials.
05. The 2<sup>nd</sup> Party warrants that the said locally supplied generators and equipment are free from any mechanical defect in workmanship and quality of the material used therefore under normal use and service. The 1<sup>st</sup> Party further warranties that if the said machine and equipment goes out of order or requires repairs due to any such mechanical defect in the course of one year from the date the generators (supplied from UK) reach to the 1<sup>st</sup> party's site. 2 years or 3000 hours of running, whichever comes earlier, the 2<sup>nd</sup> Party will carry out the repairs at his own responsibility unless the defect is found to be due to improper use or due to inefficiency or negligence of the staff of the 2<sup>nd</sup> Party working on the said machine in which case the costs of repairs will be on account of the 2<sup>nd</sup> Party.
06. During the said warranty period the 2<sup>nd</sup> Party shall have the right to visit and inspect the said generators and equipment through his technical experts and Engineers so as to keep the same in working condition and the 1<sup>st</sup> Party shall provide all facilities required in that connection. The 1<sup>st</sup> Party shall carry out the instructions and directions given by the 2<sup>nd</sup> Party or his technical experts from time to time. The 1<sup>st</sup> Party shall also provide sufficient space in its factory for storing and keeping the test equipment and spare parts of the 2<sup>nd</sup> Party. The 1<sup>st</sup> Party shall also provide sufficient safety and security in its sites and all cooperation to the technical experts and Engineers of the 2<sup>nd</sup> party
07. The warranty period mentioned-above will cease to exist if during the said period the 1<sup>st</sup> Party either sells the said generators and equipment to anybody else or shifts the machine and equipment to any other place or the generators serviced by engineers other than 2<sup>nd</sup> Party nominated experts or otherwise.
08. The 2<sup>nd</sup> party guarantees 1<sup>st</sup> party that the foreign supplied 1x60 KVA DG are brand new (Perkins Engine with Alternator) Country of Origin-UK, Manufacturing, Assembled, shipment from UK.

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A.1. PRICE: The price of the Diesel Generator for foreign items is BDT 10, 80,000.00 (Ten lac eighty thousand only).

A.2. Delivery schedule: 2<sup>nd</sup> party DG delivered within May 15, 2019 2018 by their own cost. (1st party site: Latumia Complex, S.S K Road, Feni,

Schedule of payment:

The 1<sup>st</sup> Party will make the schedule of payment to the 2<sup>nd</sup> Party as per followings:

B.1.980,000(Nine Lac Eighty Thousand ) Advance along with work order. 2) 100,000(One lac) after installation but issue a PDC before delivery .

Services:

1. 2<sup>nd</sup> party will ensure free services for the above Diesel Generator for the period of 2 years in every three month/200hr which comes first.

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)



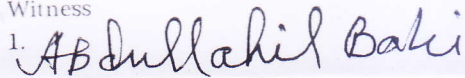
Md. Faruque Harun  
Managing partner  
Latumia Complex

on behalf of  
2nd party (Supplier)



Engr. Mohammad Nurul Alam  
Manager, Sales, Chittagong.  
Cross World Power Ltd.

Witness

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Witness

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**FINANCIAL OFFER**

Latumiah Complex  
S.S.K Road, Feni.

DATE : Mar 28, 2019  
REF : CWPL-AM/1244/19F

**FINANCIAL OFFER FOR SUPPLY OF 60 KVA 3 PHASE HEAVY DUTY DIESEL GENERATING SETS.**

Dear Sir,

We are pleased to submit our financial offer with reference to our technical offer# CWPL-AM/1244/19T dated Mar 28, 2019 :

**1. Price:**

SL #	Product Name	Unit	Price (BDT)	Qty.	Total Price(BDT)
1)	TEMPEST Brand 60 KVA (Prime) Rating Diesel Generator with Perkins engine and Stamford alternator  BRAND : Tempest ENGINE : Perkins, UK ALTERNATOR : Stamford, UK CONTROL MODULE : Deepsea, UK PORT OF SHIPMENT : Felixstowe port, UK AVAILABILITY : 5 to 15 days from ready stock subject to availability	Set	990,000.00	1.00	990,000.00
2)	Local Canopy for 60 KVA Genset	Pcs.	125,000.00	1.00	125,000.00
3)	Local Auto Transfer Switch (ATS) for 60 KVA Genset	Pcs.	45,000.00	1.00	45,000.00

Total Price (Ready Stock) in BDT 1,160,000.00

**GRAND TOTAL (Excluding VAT & AIT) in BDT 1,160,000.00**

Amount in words : BDT One Million One Hundred and Sixty Thousand Only.

Total = 10,80,000/-

*Rashed*  
9/4/19