



কল ১৪৪০১১০

DEED OF AGREEMENT

This DEED OF AGREEMENT is made on June 18, 2019 Christian era.

BETWEEN

BANGLA JAPAN TRADING LTD, Gazir chot, Madrasha road, Ashulia, Savar, Dhaka 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.

W H E R E A S the Second party has made the offer vide has letter no. **Ref: CWPL-AM/2032/19-R01& CWPL-AM/2032/19-R01F** Jun 12, 2019 for supply, install, testing and commission of **TEMPEST Brand 1x300 KVA (Prime) Rating Diesel Generator with Perkins Engine and Stamford Alternator, Local Canopy for 1x300 KVA Genset, Local Auto Transfer Switch (ATS)**

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.

A.2. Work Scope: The supplier agreed to carry out supply, installation, testing, commissioning and supervision of the Diesel Generator at site & the 1st party will provide all kinds of Installation & commissioning related materials.

A.3. The other technical specifications as mentioned in the offer no. **Ref: CWPL-AM/2032/19-R01** dated Jun 12, 2019

A.4. Delivery schedule: The 2nd Party will make delivery of the Genset at the project site as per schedule date 05/07/2019.

A.5. PRICE: As per REF: CWPL-AM/2032/19-R01F dated Jun 12, 2019 Contract Value is BDT 3,600,000.00 (in words: Thirty six Lac) excluding all type of VAT & Tax

Handwritten signatures:
M. J. Aul
Rupak Kumar



কল ১৪৪০১১১

Page - 2

Schedule of payment:

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

- A. i) Taka 500,000/= (Five Lac) Advance with Work Order (13.89% of Total Amount)
- B. ii) Taka 2,740,000/= (Twenty Seven Lac Forty Thousand) To be paid by postdated check three days from the date of delivery dated 08/07/2019 (76% of Total Amount)
- C. iii) Rest Amount 360,000/= (Three Lac Sixty Thousand) After installation within Seven days

Warranty:

As per standard of manufacturer, 2nd party will provide warranty 3000 hours or 2 years 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 2nd party, 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 agreement 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, Lube Oil, Coolant, 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 2nd party 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.

Contd. P/3



কল

১৪৪০১১২

Page - 3

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.

For and on behalf of "Bangla Japan Trading Ltd".

1. Biplob K. Roy
Managing Director
BANGLA JAPAN TRADING LTD

2. Hasan Ahmed
Sr. Executive-Assurance
BANGLA JAPAN TRADING LTD

For And On behalf of "CROSS WORLD POWER LTD."

1. Maruf Ahmed
General Manager
CROSS WORLD POWER LTD

2. Md. Ariful Islam
Manager, Sales
CROSS WORLD POWER LTD