

NASIM APARTMENT

6th August 2019

To,

Cross World Power Ltd.
House No# 1/B, Road # 90
Gulshan-2, Dhaka.

Attention: Md. Shamim Mir & Sheikh Rezwanaul Kabir

Subject: Work Order for 315KVA Substation & 100KVA Tempest brand Diesel Generator with Local Canopy & ATS. (As per attached Technical Specifications).

Dear Sir,

With Reference to your quotation No. CW/SKX/20052019 (SS) Dated: 6th August 2019 and CWPL-AM/1203/19-R02F (DG) Dated: 6th August 2019 we are pleased to place an order for 315KVA Substation and Tempest Brand 100KVA Diesel Generator with Local Canopy & ATS (Model no PS100) (as per attached Technical Specifications) for our organization.

Terms and condition are mentioned below:

Sl. No	Description	Unit	Unit price	Qty.	Total Price
A. Generator Part (Details Technical Specifications Attached)					
01	TEMPEST Brand 100KVA (Prime) Rating Diesel Generator with Local Canopy (Body Type) & ATS. BRAND : Tempest ENGINE : Perkins, UK ALTERNATOR : Stamford, UK CONTROL MODULE : DSE 8610, UK PORT OF SHIPMENT : Any port of UK	Set	BDT 1,300,000.00	1	BDT 1,300,000.00
Price (Excluding VAT & TAX)					BDT 1,300,000.00
B. Substation Part (Details Technical Specifications Attached)					
Sl. No	Description	Unit	Unit price	Qty.	Total Price
01	Supply installation testing and commissioning of 315KVA Substation equipments.	Set	BDT 1,740,000.00	1	BDT 1,740,000.00
Price (Excluding VAT & TAX)					BDT 1,740,000.00
Grand Total Price (Excluding VAT & TAX) [Part A + Part B]					BDT 3,040,000.00
In Word (Excluding VAT & TAX): Thirty Lac Forty Thousand Only					

NASIM APARTMENT

Terms And condition:

1. Payment terms : a) **10%** with Work Order,
b) 30% within 20 Days from Work Order Date
c) 40% before Delivery
d) 10% after ELB approval and remaining,
e) 10% after Commissioning.
2. Warranty : 18 Months from date of Supply for Sub-station equipment's
and 12 months from the date of Commissioning for Generator.
3. Delivery : Within 45 Days from the date of order & payment.
4. Installation & Commissioning: CWPL will commissioning the Generator & Sub-station but
Commissioning Material will provided by the Purchaser as
per
CWPL Engineer Instructions.

Thanking you,



A.A. Kamruzzaman
Land Owner,
Nasim Apartment.



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DEED OF AGREEMENT

This DEED OF AGREEMENT for supply, installation supervision, testing and commissioning of 315KVA Substation & 100KVA Tempest brand Diesel Generator with Local Canopy & ATS. (As per attached Technical Specifications), at the project of Nasim Apartments, Plot-518 & 519, Road-15/A, Bashundhara R/A, Dhaka.

BETWEEN

“Nasim Apartments” represented by its Land Owner of Address: Plot-518 & 519, Road-15/A, Bashundhara R/A, Dhaka, 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’.

AND

Cross World Power Ltd. Address: Plot # 1/B, Road # 90, Gulshan-2, Dhaka, 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 has submitted to the FIRST PARTY its Final Commercial Offer under Ref: CW/SKX/20052019 (SS) Dated: 6th August 2019 and CWPL-AM/1203/19-R02F (DG) Dated: 6th August 2019 for the supply, installation, testing and commissioning of 315KVA Substation and Tempest Brand 100KVA Diesel Generator with Local Canopy & ATS (Model no PS100) at the project of Plot-518 & 519, Road-15/A, Bashundhara R/A, 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. **Work Scope:** The supplier agreed to carry out, supply, installation, testing and commissioning of 315KVA Substation and Tempest Brand 100KVA Diesel Generator with Local Canopy & ATS (Model no PS100), as per the Final Commercial Offer at the above project site.
2. **Details:** The detailed specification and scope of work is referred to suppliers offer Ref: CW/SKX/20052019 (SS) & CWPL-AM/1203/19-R02F (DG) which will be an integral part of the Deed of Agreement

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Terms and condition are mentioned below:

Sl. No	Description	Unit	Unit price	Qty	Total Price
A. Generator Part (Details Technical Specifications Attached)					
01	TEMPEST Brand 100KVA (Prime) Rating Diesel Generator with Local Canopy & ATS. BRAND : Tempest ENGINE : Perkins, UK ALTERNATOR : Stamford, UK CONTROL MODULE : DSE 8610, UK PORT OF SHIPMENT : Any port of UK	Set	BDT 1,300,000.00	1	BDT 1,300,000.00
Price (Excluding VAT & TAX)					BDT 1,300,000.00
B. Substation Part (Details Technical Specifications Attached)					
Sl. No	Description	Unit	Unit price	Qty	Total Price
01	Supply installation testing and commissioning of 315KVA Substation Equipments.	Set	BDT 1,740,000.00	1	BDT 1,740,000.00
Price (Excluding VAT & TAX)					BDT 1,740,000.00
Grand Total Price (Excluding VAT & TAX) [Part A + Part B]					BDT 3,040,000.00
In Word (Excluding VAT & TAX): Thirty Lac Forty Thousand Only					

3. **Schedule of Payment:** The payment for the supply, installation, listing & commissioning workmanship will be made as per below:

Terms & Conditions:

1. Payment Terms :
 - a) 10% with Work Order,
 - b) 30% within 20 Days from Work Order Date ,
 - c) 40% before Delivery,
 - d) 10% after ELB Approval and remaining,
 - e) 10% after Commissioning.

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4. **Delivery:** Within 45 working Days from the date of advance payment.
5. **Installation:** SECOND PARTY will do the installation as per the approved design of the FIRST PARTY.
6. **Layout, design & Supervision:** SECOND PARTY (CWPL) must ensure that the layout plan provided by our advising company MHAL is accurate. Any amendment required in the Sub-station room must be addressed forthwith and the construction of this room shall be carried out under SECOND PARTY (CWPL) written guidance and supervision, mutually agreed by both parties.
7. **Penalty:** SECOND PARTY fail to delivery of Sub-station equipments within 45 working days, 5% deduct from work order value.

Warranty:

Sub-station: The SECOND PARTY will provide warranty of the supply against any defects in materials & workmanship during manufacturing for a period of 18 months from the date of Supply subject to non-repairing/dismantling equipment without SECOND PARTY'S prior permission.

Generator: The SECOND PARTY will provide warranty of the supply against any defects in materials & workmanship during manufacturing for a period of 12 months/1500 hour which come earlier from the date of Commissioning subject to non-repairing/dismantling equipment without SECOND PARTY'S prior permission.

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)

A. A. Kamruzzaman
Land Owner, Nasim Appartments

On behalf of
SECOND PARTY (Supplier)

Engr. Md. Shamim Mir
Cross World Power Ltd.

Witness

1. Engr. Md. Abu Ashraf *Abu*
2. “দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

Witness

1. Tanmoy Sarkar *Tanmoy*