

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳১০০



৳১০০

একশত টাকা

কশ ৮২৪৭৭৮০

DEED OF AGREEMENT

This DEED OF AGREEMENT for supply, installation supervision, testing and commissioning of 315KVA Substation (As per attached Technical Specifications) & 65KVA (Prime) Diesel Generator, at the project of Rajanigandha, House # 18, Road # 11, Block # D, Chandrima Model Town Housing, Mohammadpur, Dhaka-1207.

BETWEEN

“Rajanigandha, House # 18, Road # 11, Block # D, Chandrima Model Town Housing, Mohammadpur, Dhaka represented by its President, Md. Yousuf Khan, Address: House # 18, Road # 11, Block # D, Chandrima Model Town Housing, Mohammadpur, Dhaka. 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: **CWPL/SS/280419 & CWPL-AM/3295/19F Dated: 13th October 2019** for the supply, installation, testing and commissioning of 315KVA Substation & 65KVA (Prime) Diesel Generator at Rajanigandha, House # 18, Road # 11, Block # D, Chandrima Model Town Housing, Mohammadpur, 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 & 65KVA (Prime) Diesel Generator Commercial Offer at the above project site.

৳১০০



৳১০০

একশত টাকা

কশ ৮২৪৭৭৮১

Page - 2

2. **Details:** The detailed specification and scope of work is referred to suppliers offer Ref: **CWPL/SS/280419 & CWPL-AM/3295/19F Dated: 13th October 2019** which will be an integral part of the Deed of Agreement.

Terms and condition are mentioned below:

A. Substation Part (Details Technical Specifications Attached)					
Sl. No	Description	Unit	Unit price	Qty	Total Price
01	Supply installation testing and commissioning of 315KVA Substation Equipment's.	Set	BDT 925,000.00	1	BDT 925,000.00
02	TEMPEST Brand 65 KVA (Prime) Rating Diesel Generator with Perkins engine and Stamford alternator With Local ATS & Local Canopy	Set	BDT 1,045,000.00	1	BDT 1,045,000.00
Grand Total Price (Excluding VAT & TAX) [Part A]					BDT 1,970,000.00
In Word (Excluding VAT & TAX): Nineteen Lac Seventy Thousand Only					
B. Substation Part (Details Technical Specifications Attached) (Optional)					
01	ELB & Load sanction (Without Govt Fees) (Optional)	Job	BDT 275,000.00	1	BDT 275,000.00
Grand Total Price (Excluding VAT & TAX) [Part B]					BDT 275,000.00
In Word (Excluding VAT & TAX): Two Lac Seventy Five Thousand Only					

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

৳ ১০০



৳ ১০০

একশত টাকা

কশ ৮২৪৭৭৮২

Page - 3

Mode of Payment Substation:

1. Payment Terms:

- a) 20% with Work Order.
- b) 50% before Delivery
- c) 20 % After ELB (Within 7 Days)
- d) 10% After Commissioning (Within 7 Days)

Mode of Payment Generator:

1. Payment Terms:

- a) 20% with Work Order.
- b) 60% before Delivery
- c) 20% After Commissioning (Within 7 Days)

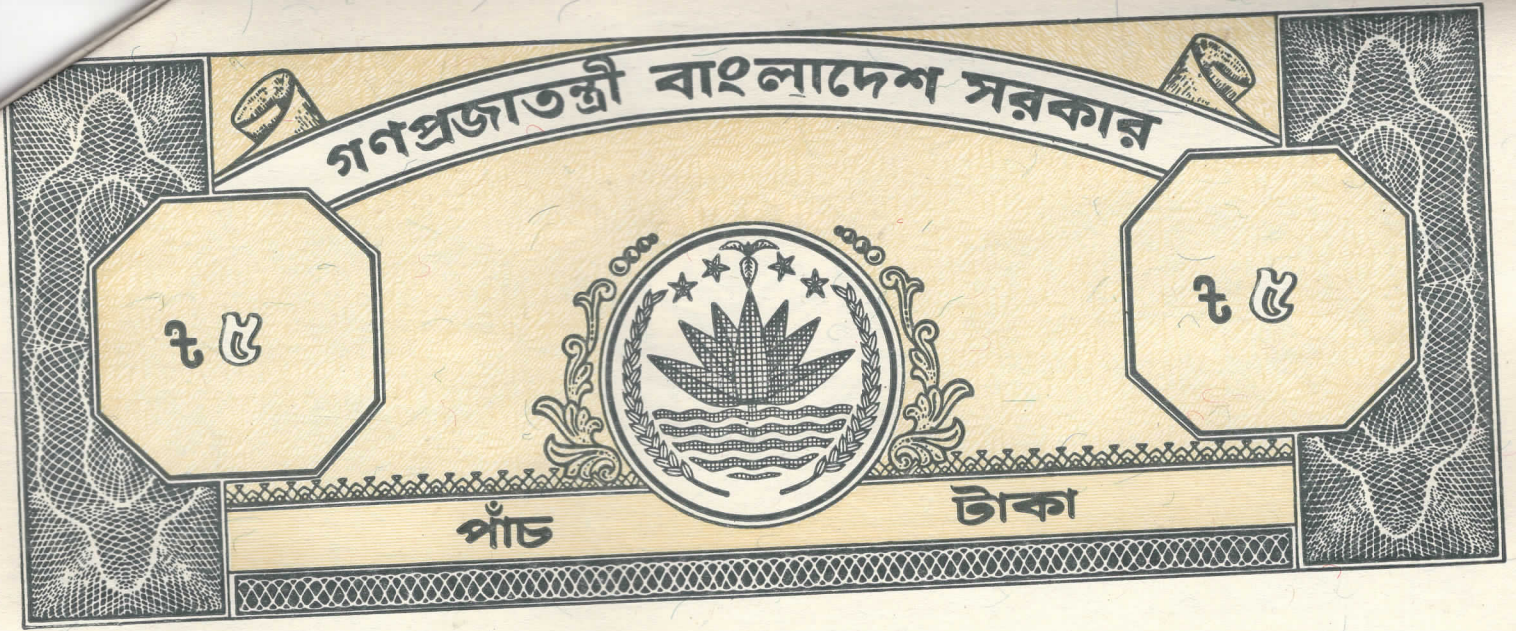
4. **Delivery:** Within 45 Working Days from the date of advance payment.

5. **Installation:** SECOND PARTY will do the installation as per the approved design of the FIRST PARTY.

Warranty:

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

Generator: As per standard of manufacturer warranty, we provide 18 month from the date of Delivery or 12 month / 1500 Hours from the date of commissioning whichever comes first (Except Battery, Battery have 1 year warranty effective from the date of delivery at the client's premise). 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.



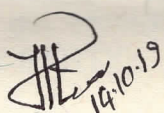
ড ৪৬৫১৩৬২

Page - 4

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)

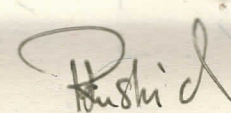

Md. Yousuf Khan
President
Rajanigandha

Witness

1.

2.

On behalf of
SECOND PARTY (Supplier)


Engr. Md. Harunor Rashid
Chief Operating Officer
Cross World Power Ltd.

Witness

1. Md. Ezaz Ibne Anis

2. Tanmoy Sarker