



## TEACHETH MAN THAT WHICH HE KNEW NOT

October 20, 2019

To

Cross World Power Ltd.  
1/B, Road # 90, Gulshan-02  
Dhaka -1212

Attn: Mr. Md. Shamim Mir, Sr. Engineer (sales)

**Sub: Notification for Award of Contract / Work Order for Alternate Power Connection for Building-3 (Jubilee Building) from Building-1 at IUB Campus.**

Dear Sir,

Reference to your Tender dated 16/04/2019 and subsequent revised Offer dated 22/06/2019 for Alternate Power Connection of IUB Buuilding-3 from Building-1, we would like to inform you that the Management of Independent University, Bangladesh (IUB) has decided to accept your Revised Offer at a Negotiated Cost of Tk 2,390,000/- (Taka twenty-three lac ninety thousand only) including VAT & AIT, under the following Terms & Conditions:

1. You will be required to furnish an unconditional and irrevocable Bank Guarantee to IUB from a Scheduled Bank of Bangladesh for a sum equivalent to 10% of the Contract Price i.e. Tk 239,000/-, as "Performance Security" within 7 (seven) days from the date of receiving of this Notification for Award of Contract which will be valid until 60 Days from the date of completion of the Work.
2. You will be required to execute a Formal Agreement with IUB in two sets of non-judicial stamps worth Tk. 300 each set within 7 (seven) days from the date of receiving this Notification for Award of Contract / Work Order.
3. You will be required to get approval of Working Drawing from the Consultant / Concerned Engineers of IUB.
4. You will submit a detailed Work Program within 3 days from date of signing of contract.
5. You will be required to complete the Work within 45 days from the date of receiving the Work Order.
6. If you fail to complete the Work as per above schedule, you will be liable to pay 0.10% of the contract price for each day of delay as penalty to the Employer and the maximum amount of penalty will not exceed 10% (ten percent) of the Contract Price.
7. The payment will be made within 30 days from the date of receiving the bill, as per the following Schedule subject to submission of all supporting documents:
  - a) 10% of the Contract Price will be given as Mobilization Advance against an unconditional and irrevocable Bank Guarantee from a scheduled bank of Bangladesh. The aforesaid Bank Guarantee will be valid up to 60 days after the date of delivery of all goods at site.
  - b) Part Bill (Minimum 25% of the Contract Amount) may be allowed subject to the completion of proportionate work which shall be certified by the Engineers & submission of all related documents by the Contractor.
  - c) Final Bill of the Contract Price will be paid after successful Installation, Testing & Commissioning and handing over of the completed Work to the Employer as per actual work done.

**INDEPENDENT UNIVERSITY, BANGLADESH**

Plot- 16, Block- B, Aftabuddin Ahmed Road, Bashundhara R/A, Dhaka-1229

Phone : 88-02-8401645-53, 8402065-76, Fax : 88-02-8401991, G.P.O. Box No. 138, E-mail : info@iub.edu.bd, Website : www.iub.edu.bd




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8. IUB authority will deduct 10% of the billed amount from each payment, as Security Deposit. The retained amount will be released after expiry of the defects liability period of 12 (twelve) months.
9. IUB authority will deduct the VAT and AIT from each payment, as per Bangladesh Government's Rules.
10. The defects liability period of the whole work including spare parts will be 12 (twelve) months. The defects liability period will commence from the date of successful completion of the work & Handing-over to the IUB.
11. During the defects liability period, you will have to respond to the Emergency Calls on urgent basis, as & when required.
12. During the defects liability period, the vendor shall rectify all defects including supply of spares at his own cost. The vendor, during the Defects Liability period, shall also be liable for replacing irreparable equipment with new ones at no additional cost to the employer.
13. No claim for enhancement of rates shall be entertained due to price escalation or any other reasons.

This letter should be treated as "Notification for Award of Contract" as well as the Formal "Work Order" for the above mentioned Works and would become an integral part of the Contract Agreement.

Kindly acknowledge the acceptance of this Notification for Award of Contract / Work Order at your earliest.

Sincerely yours,

  
Engr. A.S.M. Shah Alam  
Director, O&M

Copy to:

1. The Chairman, P&D Committee,
2. The Vice Chancellor (Acting),
3. Director, Finance & Accounts,
4. Dy. Director, O&M / Sr. EE, O&M,
5. Consultant (Architekton) of the IUB