

### Purchase Agreement

This Agreement is made on this the Seventeen February Two Thousand and Twenty of the Christian era.

#### BETWEEN

NATIONAL DEVELOPMENT ENGINEERS LTD., House No. 10, Road No. 90, Gulshan, Dhaka-1212, hereinafter referred to as the PURCHASER, represented by its Director, Mr. Raihan Mustafizur, which expression where the context so admits, shall include its successors-in-interest and assigns, of the 1st Party.

#### AND

CROSS-WORLD LTD. Corporate Sales office: Plot 1/ B, Road No. 90, Gulshan, Dhaka-1212, Bangladesh, hereinafter referred to as the SELLERS, represented by its COO, Engr. Md. Harunor Rashid. which expression where the context so admits, shall include its successors-in-interest and assigns of the 2nd Party.

WHEREAS the PURCHASER finds the offer of the SELLERS competitive and acceptable, and finds the price reasonable, and intends to enter into this Agreement for the purchase of 2x800 KVA & 1x400 KVA Diesel Generator with ATS , Synchronising panel Exhaust & flue system , Generator Fuel oil system , Generator Room acoustic System & others ancillary works as per the enclosed detail drawing , technical specifications, catalogue and following price.

NOW the PARTIES hereto mutually agree as follows:

That both the SELLERS and the PURCHASER agree to fulfill their part of the contract as mentioned hereunder, and the PURCHASER agrees to pay to the SELLERS as per the following terms of payment & conditions:

#### 1 Scope of work

Import, supply, install, test and Commission the 2x800 KVA & 1x400 KVA Diesel Generator with ATS ,Synchronixing panel Exhaust & flue system ,Generator Fuel oil system,Generator Room acoustic System & others ancillary for DTCA Headquarters Building ,Tejgaon, Dhaka, Bangladesh. (Including Loading, unloading, carrying up to work site of PART - B), complete in all respect, as per enclosed detail technical specifications, Catalogue and drawing .

2 <u>Total Price Ref: Nill,dt-30.12,2019 and subsequencly discussion on 12.01.2020 as per following:</u>

No.	Name of	Equipment	Otty	Unit	Unit Price in GBP	Total Amount in GBP
PART	F-A : Imported Materials					
	DIESEL GENERATOR					
1. i	Prime Capacity :	800 KVA	2.00	Nos	64,000.00	128,000.00
	Generator Set Brand Name :	Tempest				
	Model/Part number :	PS800				
	Country of origin :	UK		)		
	Manufacture/Assemble Country :	Allam Marine Ltd / UK				
	Shipment country:	UK				
	Reference catalog :	Page : 1-6				<u> </u>
ji.	Engine Brand Name :	Perkins				
	Model/Part number :	4006-23TAG3A				
	Country of origin :	UK				
	Manufacture/Assemble Country :	UK				
	Reference catalog :	Page : 7-8				
iii.	Alternator Brand Name :	Stamford				
	Model/Part number :	HCl634G				
	Country of origin :	UK		*.	7	
	Manufacture/Assemble Country :	UK				1/3
	Reference catalog :	Page : 9-16			7	112
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tem No.	Name of Ed	quipment	Qty	Unit	Unit Price In GBP	Total Amount in GBP
iv.	Generator set parallel operation Control Modules :					
	Brand Name :	Deep SeaElectronics (DSE)			-	,
	Model/Part number :	DSE8610MKII				
	Country of origin :	UK	-			
			-			
	Manufacture/Assemble Country :	UK				
	Reference catalog :	Page :17-19				
2. i	Prime Capacity :	400 KVA	1.00	Nos	29,500.00	29,500.0
	Generator Set Brand Name :	Tempest			_	
	Model/Part number :	PS400				
	Country of origin :	UK				
	Manufacture/Assemble Country :	Allam Marine Ltd / UK	_			
	Shipment country:	'UK				
	Reference catalog :	Page : 20-25				
ii.	Engine Brand Name :	Perkins				
	Model/Part number :	2206A-E13TAG3				
	Country of origin :	ÜSA				
_	Manufacture/Assemble Country : Reference catalog :	USA Page : 26-27				
	Reference catalog .	Fage : 20-21				
iii.	Alternator Brand Name :	Stamford				_
	Model/Part number :	S4L1DF				
_	Country of origin :	UK				
	Manufacture/Assemble Country :	UK				
	Reference catalog :	Page : 28-35				
iv	Generator set parallel operation Control Modules :					
_	Brand Name :	Deep SeaElectronics (DSE)				
	Model/Part number :	DSE8610MKII				
	Country of origin :	UK				
	Manufacture/Assemble Country :	UK				
	Reference catalog :	Page : 36-37				
3	2500A Auto Transfer Switch (ATS)		1.00	Nos	20,000.00	20,000.0
	Panel Manufacturer Name :	Allam Manine Ltd.	1.50		20,000.00	20,000.0
	Panel Assembler Name :	Allam Manine Ltd.	+ -			
-	Country of origin :	UK	-	-		
	Shipment country:	UK				<del></del>
	Air Circuit Breaker (ACB) 2500A :					
	Brand Name :	ABB	+		:	
	Model/Part number :	Emax 2				
	Country of origin :	Italy				
	Reference catalog :	Page :52-66				
			Tatal A	mount =	Part : A	
					ecial discount =	11 . X.
			S	v Total A	mount In GBP =	160 400

In Words- GBP One Lac Sixty Thousand Four Hundred



### PART-B : Local Materials

lef. No	ITEM DESCRIPTION	TECHNICAL DETAILS/ BRAND NAME	QTY	Unit	UNIT RATE In TK	TOTAL AMOUNT In TK
1	Supply ,Installation,Testing & Commissioning of Synchronizing Panel	Synchronizing Panel consisting of 2 nos. motorized paralleling TP ACB (1250A) & 1 no. motorized parelleling TP MCCB (630A) in incoming side and 1 no. 2500A TP ACB in outgoing side, 4000A TPN&E copper busbar including digital metering, indicating lamp, control cable and BBT feed unit connection provsvion etc as required and liaison with BBT supplier through NDE.	1.00	Set	1,333,000.00	1,333,000.00
2	Exhaust System: 2X800					
1	Exhaust Silencer straight Pipe	MS Pipe bore 12", thickness 3-4mm	8	meter	8,882.00	71,056.00
2	Exhaust Bends /Elbow	Long radius 90 deg L bow 12" bore	4	Pcs	6,619.00	26,476.00
3	Exhaust Flange	Welding neck flange 12" dia	2	Pcs	2,407.00	4,814.00
.4	Exhaust rain cap	12" dia pipe rain cap		Pcs	Included	-
.5	Exhaust Heat Insulation with pipe & residential silencer box etc all complete	Insulation Of Pipe with Rockwool/Glasswool (25.4mm min thickness) along with 26SWG Aluminium sheet clading.	1	Job	82,357.00	82,357.00
2.6	Exhasut Fitting with with pipe & residential silencer box etc all complete	All bracket , support must be made with MS angle 50X50X 4, 5 & 6 MM thicness	1	Job	55,127.00	55,127.00
3	Exhaust System: 1X400					
.1	Exhaust Silencer straight Pipe	MS Pipe bore 6", thickness 3-4mm	19	Meter	3,750.00	71,250.00
.2	Exhaust Bends /Elbow	Long radius 90 deg L bow 6" bore	7	Pcs	1,323.00	9,261.00
3	Exhaust Bends / Elbow with Flange	Welding neck flange 6" dia	16	Pcs	782.00	12,512.00
.4	Exhaust Heat Insulation for 6" dia pipe	Insulation Of Pipe with Rockwool (50mm thickness) along with 26SWG GP sheet jacketing	19	Meter	987.00	18,753.00
3.5	Exhaust Heat Insulation for 1nos. silencer box	Insulation Of Pipe with Rockwool (50mm thickness) along with 265WG GP sheet jacketing	1	Job	9,026.00	9,026.00
3.6	Exhasut Fitting for 6" dia pipe	All bracket , support must be made with MS angle 50X50X 4, 5 & 6 MM	19	Meter	789.00	14,991.00
3.7	Exhasut Fitting for 1nos. silencer box	All bracket , support must be made with MS angle 50X50X 4, 5 & 6 MM	1	Job	6,619.00	6,619.00
4	Cooling System:					
1.1	Radiator Ducting for 2X800+1X400	As per layout with 22 SWG MS sheet,Angle bar, flat bar support,Canvas cloth etc. (per DG required ducting area) DXW- 5'X7', RL-10'	240	Sq-ft	217.00	52,080.00
5	Installation of Materials					
.1	For 2X800KVA + 1X400KVA GEN SET CABLE	Power & Control cable supply & laying by 1st party				
.2	Cable Lug- 300 rm					
5.4	Cable Lug- 240 rm Cable Show - 300 rm (Red, Yellow, Blue, Black)	-				(a)
5.5	Cable Show - 240 rm (Red, Yellow, Blue, Black)	All materials supply & termination by 2nd party i/c all materials				( <u>\$</u> (c



Ref.	ITEM DESCRIPTION	TECHNICAL DETAILS/ BRAND NAME	QTY	Unit	UNIT RATE In TK	TOTAL AMOUNT IN
	Cable Tie - 300 mm			Processing of the last of the		
5.7	PVC Tape (4 Color)			<u> </u>		
5.8	PIB Tape			<u> </u>		
	Toolbox					
	Earthing Block / Equipotential bar					
	Earthing cable Lugs					
6	Commissioning Material:2X800+1X400	All materials supply by 2nd party				-
6.1	Radiator coolant	Havoline Premix Coolent				-
6.2	Lube oil	SAE 15 W 40				-
6.3	Battery electrolyte	Specific gravity 1.250				
7	GENERATOR FUEL SYSTEM			<del>                                     </del>		
7.1	15000 LITER UNDER GROUND BULK FUEL TANK	Tank supply & Installation by 1st party and 2nd party will provide/installation of fuel unloading point and necessary pipe line from tank to Generator.				· -
7.2	Fuel Pipe: Supply,installation,testing & Commissioning by 2nd party.	Ø50mm (inner), Seamless Mild Steel Pipe; Elbow, Tee, Flange, Nut-bolt, Waher, Gasket, etc as required Welding Joint, leak testing, outside Red-oxide & Enamel Painted.	50	Meter	1,280.00	64,000.00
7.3		Ø25.4mm (inner), Seamless Mild Steel Pipe; Elbow, Tee, Flange, Nut-bolt, Waher, Gasket, etc as required Welding Joint, leak testing, outside Red-oxide & Enamel Painted.	10	Meter	878.00	8,780.00
7.4		Ø25.4mm (inner), Flexible Wire Mesh Pipe	3	Meter	480.00	1,440.00
7.5	Fue!/Water : Separator Supply, installation, testing & Commissioning by 2nd party	Flow Rate: 2400 l/hr Brand: Fleetguard/Racor/Separ Equ.	- 1	Pcs	167,683.00	167,683.00
7.6	Electric Fuel transfer Pump: Supply, Installation & Commissioning by 2nd party	Electric Pump UFT to DFT fuel supply, 1.0Hp SP Motor , Flow Rate 60L/min	1	Pcs	23,780.00	23,780.00
7.7	MCC panel : Supply, Installation & Commissioning by 2nd party	2Hp motor starter (DOL), SP, 50Hz with necessary relay, on/off switch etc.	1	Unit	54,878.00	54,878.00
7.8	Fuel Pipe Piumbimg works & Accessories : Supply, Installation & Commissioning by 2nd party	Accessory like fittings like ,L bow,T joint,I joint , Converter, etc for fuel pipe & plumbing to Engine. Ball Valve 2" dia-4 nos;Ball Valve 1" dia-3 nos	1	Job	71,341.00	71,341.00
7.9	Fuel Hose Coupler : Supply, Installation & Commissioning by 2nd party	2" dia	1	Nos	5,488.00	5,488.00
8	Room Canopy Work:	All Materials Supply, Installation ,testing & Commissioning by 2nd party				\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
8.1	Radiator hot air Acoustic Panel for 800kVA	Supply of radiator front side hot air passing and sound proof system louver box with ladder system pertitions and will be both sides glass wool, cover by mesh wire Iron net. Glasswool thickness 4 inch. Box size –Height-84in X Wide 72in X Depth – 54in.	2	Nos	259,299	518,598.00

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2.6			S. C. L.		No. of the last of	CONTRACTOR OF THE PARTY OF THE
Ref. No	ITEM DESCRIPTION	TECHNICAL DETAILS/ BRAND NAME	QTY	Unit	UNIT RATE IN TK	TOTAL AMOUNT in TK
8.2	Radiator hot air Acoustic Panel for 400kVA	Supply of radiator front side hot air passing and sound proof system louver box with ladder system pertitions and will be both sides glass wool, cover by mesh wire iron net.  Glasswool thickness 4 inch. Box size –Height-	1	Nos	148,171	148,171.00
8.3	Fresh Air inlet Acoustic Panel for 800kVA	Supply of sound proof air inlet box fresh air inlet on the room with ladder system pertitions and will be both sides glass wool, cover by mesh wire iron net. Glasswool thickness 4 inch. Box size - Hight -96inX Width 84in X Depth—48in	2	Nos	276,585	553,170.00
8.4	Fresh Air inlet Acoustic Panel for 400kVA	Supply of sound proof air inlet box fresh air inlet on the room with ladder system pertitions and will be both sides glass wool, cover by mesh wire iron net. Glasswool thickness 4 inch. Box size - Hight -54inX Width 60in X Depth—48in	1	Nos	111,128	111,128.00
8.5	Acoustic Door	Supply of sound proof frame system door. Inside will have glasswool insulation & purported sheet. Door size- Height – 96 inch X Width – 60 inch X Deep – 10 inch.	1	Pcs	105,733	105,733.00
8.6	Acoustic Lining In Roof	Roof will be soundproof U channel Glasswool and Purporated Sheet. Glasswool thickness 2inch.	1832	Sq-ft	439	804,248.00
8.7	Acoustic Lining In wall	Acoustic Liningin wall made by flexible Cork sheet with adhesive Recommended thickness is 3" density 25kg/m3. Insulation insatalled in between two wall. Ist party will de the masonary wall under supervision of 2nd party. (Work done as per site condition)	0	Sq-ft	96	-
8.8	Ventilation Fan exhaust	36" inner dia drum fan, CFM-20000	2	Pcs	60,670	121,340.00
8.9	Acoustic box for Ventialtion Fan	AcousticLininginbothsideoffan.Material- 14SWGMS,3"thickGlasswool&IronNet with Louver. DIM: WXH- 4'X4'	2	Pcs	64,878	129,756.00
8.10	Ventialtion Fan Motor Starter Panel (Delta)	Supply, Installation, testing and commissioning 2Nos 5 KW motorcontrol panel with STAR-DELTA starter with necessary internal wiring with intigration with fire panel (only provision)	1	Set	85,366	85,366.00
8.11	Power Cable				-	
8.12	PVC Flexible Pipe with necessary accessories	All materials supply by 1st party	`^			-
8.13	Installation & Carring including loading & unloading at project site	Done by 2nd party	1	Job	158,537	158,537.00
Tatal Amount = Part : B						
		S	pecial dis		13.60%	666,503.22
				lota	Amount In TK=	4,234,255.78

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## 3 Terms of Payment :

### PART - A Imported Materials

- i) 1st party will open LC
- ii) 2nd party will send Proforma Invoice to 1st party within 07 days from the date of signing of the agreement.,
- ii) Payments by 100% irrevocaple L/C at sight
- iii) All kind of cost related to Custom duty and taxes & del; ivery at site will be done by 1st party

#### PART - B Local Materials

- i) Taka 10,00,000/=(Five lac) advance payment shall be made along with work order.
- ii) Taka 20,00,000/= (Twenty lac) payment shall be made after arrival of goods at site
- iii) R/A bill will be made as per work progress.
- iv) Final bill will be adjusted based on practical measurement/quantity of items after successfully testing & Commissioning
- v) Taka 5,00,000/= (Five lac) shall be made after twelve months from the date of handover

### 4 Engineering design drawings :

- i) Engineering design drawings (ATS, Sync, panel Exhaust system, Fuel oli & acoustic system) will be supplied by 2nd party within 10 (ten) working days from the date of signing of the agreement.
- ii) 2nd party will submit detail design drawing to 1st party/client for approval. After approval 2nd party will go for production as per SL 9 terms & Condition.

## 5 Delivery of equipment and completion of project

- i) Factory QC inspection (Foreign part) within 120 (One hundred and twenty) days from the date of signing of the Agreement.
- iii) Factory QC inspection (Local Assemble part) within 150 (One hundred and fifty) days from the date of signing of the Agreement.
- iv) Local Assemble part arrive at site within 160 (one hundred and eighty) days from the date of signing of the Agreement.
- v) Installation of Generatot & Local materials part within 180 (one hundred and eighty) days from the date of signing of the Agreement.
  vi) Testing, Commissioning of the whole generator within 190 (one hundred and ninety) days from the date of signing of the Agreement.

# 6 Warranty

2nd party will be liable to replace any component/item of this Generator,ATS,Canopy & Panel,accoustic work ,generator fuel line, flue gas exhaust line, Radiator duct etc. with all related component for manufacturing defects, wrong installation upto a period of 12 (twelve) months from the date of issue of virtual completion certificate.

# 7 After sales service

2nd party will provide free maintenance services for 12 (twelve) months from the date of handing over to "DTCA Headquarters Building, Tejgaon, Dhaka, Bangladesh."

# 8 Specification

Detailed Technical Specification, Catalogue of the Generator, ATS canopy with Panel, Fuel line components and accoustic components are attached with the agreement and shall be treated as Part of this agreement. Any deviation in the Specification will not be accepted Enclosed Page No. 1 to 66.

# 9 Special terms & Condition

- i) 2nd party will fully liable to ATS & Synchronizing panel BBT feed unit fitting fixing and termination to busbar etc all complete.
- ii) 2nd party will fully liable for accoustic work and acceptable sound level 75dBA @7 meter from any point of generator room exterior wall.
- iii) 2nd party will fully liable for generator room fresh air intake and hot air discharge for cross ventilation and generator better performance in 100% load.
- iv) 2nd party will submitt all type of materials (Part-B) sample for approval. After approval of sample from 1st party/Client, 2nd party will purchase the materials and go for production.
- v) All Generator silencer should be residential type.
- vi) 2nd party will submitt to 1st party all imported materials factory test report/factory aceptance test report/brosure etc before commissioning

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vii) The special discount percentace is applicable for all item Part -B, if any item quantity increase or dicrease percentace will be same.

viii) All kind of civil works done by 1st party.

ix) All kind of cost relevant to FAT (Foreign part- A) will be borne by 1st party but all necessary paper with invitation letter arrange by 2nd party mimimum six persons.

In the presence of:

x) 2nd party (local supplier) representative must be present during FAT.

IN WITNESS WHEREOF the Parties hereto sign and execute this Agreement on the aforementioned date.

PURCHASER(First Party)

Raihan Mustafiz Director National Development Engineers Ltd. House No.10, Road No.90 Gulshan, Dhaka-1212, Bangladesh.

1. Name: Ashim Kumar Paul.

Address H #10, K# 90, Bulghan -2 Dhaxa-1212.

1. Name: Md. Sahab Bli
Address H #10, R # 90 Gulshan-2

Phaka-1212

1. Name: Md. Helal Hossain

Address H# 10, R# 90, Crubshan-2.

SELLER (Second Party)

CROSS-WORLD LTD

Corporate Sales office, Plot 1/ B, Road No. 90, Gulshan, Dhaka-1212, Ba

1. Name: Address

1. Name: Address

1. Name:

Address

MO. HASTBUR RAHMAN.