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DEED OF AGREEMENT

This DEED OF AGREEMENT for the Generating Set is made on 30/06/2020 Christian era.

B E T W E E N

Mr. Mizan Uddin Hathazari Road, Oxygen, Chittagong, 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.

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CROSS WORLD POWER LTD. having its office at House # 1/B, Road # 90, Gulshan-2, Dhakla-1212, Bangladesh, the local agent of Tempest Brand UK Origin Diesel Generator with Local Body Mounting Canopy & Local ATS, 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.

WHEREAS the Second party has made the offer vide has letter no. Ref: CWPL-AM/2725/19-R02F Dated Jun 29, 2020 for supply of Diesel Generator of 1X45kVA, Model: PS45, Engine -Perkins UK, Alternator-Stamford, UK. With Local Body Mounting Canopy & ATS.

Details scope of supply: The second party will ensure the following scope of supply to the first party.

- a) Capacity: 45KVA (Prime). b) Brand: Tempest, UK. c) Model: PS45
- d) Engine: Perkins, UK. Model: 1103A-33TG1
- e) Alternator: Stamford, UK, Model: UCI224D / S1L2N , 50 Hz
- d) Control Module: Deep see, UK.

Terms and conditions:

01. 2nd Party Supply the Diesel Generator after Work order along with payment terms by 1st party.
02. The 1st party will collect the signed commissioning certificate on the date of completion of commissioning works, 1st party will accept the commissioning certificate and hand-over to 2nd party duly
03. The 1st Party shall keep ready of the sites where the generators are to be installed by providing necessary foundation, Electric supply, Water supply and other requirements for installing the generators in due time.
04. The installation and commissioning will be completed by the 2nd Party within due working days from the date of the said generators delivery to the 1st Party's premises. The 1st Party will supply all necessary Installation & commissioning materials.



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05. The 2nd Party warrants that the said locally supplied generators and equipment are free from any mechanical defect in workmanship and quality of the material used therefore under normal use and service. The 1st Party further warranties that if the said machine and equipment goes out of order or requires repairs due to any such mechanical defect in the course of one year from the date the generators (supplied from UK) reach to the 1st party's site. 2 years or 3000 hours of running, whichever comes earlier, the 2nd Party will carry out the repairs at his own responsibility unless the defect is found to be due to improper use or due to inefficiency or negligence of the staff of the 2nd Party working on the said machine in which case the costs of repairs will be on account of the 2nd Party.
06. During the said warranty period the 2nd Party shall have the right to visit and inspect the said generators and equipment through his technical experts and Engineers so as to keep the same in working condition and the 1st Party shall provide all facilities required in that connection. The 1st Party shall carry out the instructions and directions given by the 2nd Party or his technical experts from time to time. The 1st Party shall also provide sufficient space in its factory for storing and keeping the test equipment and spare parts of the 2nd Party. The 1st Party shall also provide sufficient safety and security in its sites and all cooperation to the technical experts and Engineers of the 2nd party
07. The warranty period mentioned-above will cease to exist if during the said period the 1st Party either sells the said generators and equipment to anybody else or shifts the machine and equipment to any other place or the generators serviced by engineers other than 2nd Party nominated experts or otherwise.
08. The 2nd party guarantees 1st party that the foreign supplied 1x45 KVA DG are brand new (Perkins Engine with Alternator) Country of Origin-UK, Manufacturing, Assembled, shipment from UK.

A.1. PRICE: The price of the Diesel Generator for foreign items is BDT: 900,000.00 (Nine Hundred Thousand only).

A.2. Delivery schedule: 2nd party DG delivery within July 30, 2020 by their own cost. (1st party site: Alhaj Younus Tower, Hathazari Road, Chittagong.)



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Schedule of payment:

The 1st Party will make the schedule of payment to the 2nd Party as per followings:

B.1. 90000.00 (Ninety Thousand) Advance along with work order. 2) 720,000.00 (Seven Hundred twenty thousand) on delivery & 3) BDT: 90,000.00 after Installation & Commissioning within 3 days.

Services:


1. 2nd party will ensure free services for the above Diesel Generator for the period of 2 years in every three month/200hr which comes first & 1.5 years spare parts warranty without consumable items

In witness whereof:

2. After Service Warranty: Yearly AMC Charge BDT: 15000.00 (checking every 60 days and on call service) without any charge except consumable items


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)



Mr. Mizan Uddin
Alhaj Younus Tower
Oxygen, Hathazari Road, Chittagong


Witness:

on behalf of
2nd party (Supplier)


Md. Moshir Rahman
Head of Sales
Cross World Power Ltd.

Witness:


Md. Habibur Rahman
Manager, CRM
Cross World Power Ltd.


Mohammad Bayazid Al Imran
Engineer, Sales, Chittagong.
Cross World Power Ltd.