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DEED OF AGREEMENT

THIS AGREEMENT is made on the 24th day of August 2020 of the Christian Era.

BETWEEN

Mukhles Alam (NID No. 2962619563838), **Mohammad Abdul Moyeen** (NID No. 5544933558) and **Mohammad Foyez Ullah** (NID No. 1921537930), address: "Faujians' Apartments" at Plot no_01, 03 & 05, Block A, Road No_10, Sector_01, Swadesh Properties Ltd., (Shornali Abason) (1st Phase), Borua, Dhaka-1229, Bangladesh. Here in after referred to as the 'Owners/Buyers' which expression where the context so admits shall include its successors in interest and assigns of the **FIRST PARTY**.

AND

Cross World Power Ltd., represented by its Chief Operating Officer **Engr. Harunor Rashid** having its registered office situated at Plot 1/B, Road- 90, Gulshan-2, Dhaka-1212, Represented by the local agent and exclusively and fully represent in Bangladesh, which expression where the context so admits shall include its successors in interest and assigns of the **SECOND PARTY**.

WHEREAS

1. The FIRST PARTY has agreed to purchase **2 x 300 KVA 3 Phase Heavy Duty Diesel Generator (with Local made body type canopy, Electrical System, Mechanical System, Fuel Filling System)** for their newly constructed Residential Building "Faujians' Apartments" at Plot no_01, 03 & 05, Block A, Road_10, Sector_01, Swadesh Properties Ltd., (Shornali Abason) (1st Phase), Borua, Dhaka, Bangladesh-1229, the project is presently under construction.
2. FIRST PARTY intends to buy 2 x 300 KVA 3 Phase Heavy Duty Diesel Generator System to be installed in PROJECT.
3. FIRST PARTY has therefore sought offers for the supply and installation of 2 x 300 KVA 3-Phase Heavy Duty Diesel Generator system in PROJECT from the SECOND PARTY.
4. FIRST PARTY finds suitable the price and delivery schedule quoted by SECOND PARTY in their Sales offer Ref: CWPL-AM/4779/20F, dated 16th August, 2020 which is considered as an integral part of this agreement; and both parties here by intend to enter into agreement.

THIS DEED WITNESSES AND THE PARTIES HERETO MUTUALLY AGREE AND DECLARE:

1. PRODUCTS:

- a. Defined as below: Generator Details:

2 x 300 KVA 3-Phase Heavy Duty Diesel Generator. with Local made body type canopy, Electrical System, Mechanical System, Fuel Filling System.

Generator Brand: Tempest, Country of Origin: UK, Model: PS300 (New)

Prime by Capacity: 300 KVA, Stand by Capacity: 330 KVA

“দেশপ্রেমের শপথ নিন, দুনীতিকে বিদায় দিন”



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Engine Brand/Origin: Perkins, USA

Engine Model: 1506A-E88TAG5

Alternator Brand/Origin: Stamford, UK

Alternator Model / Frequency: HCI444D / S4L1DD, 50 Hz

Control Panel Brand/Origin: Deep Sea Electronics, UK

Control Panel Model: DSE8610

- b. SECOND PARTY ensures that their supplied and installed Diesel Generators will supply power with stable voltage as they have built-in Auto Voltage Regulator (AVR) in the Alternator part.

2. PAYMENT:

a. Types of Payments:

The FIRST PARTY will buy 2x300KVA Diesel Generator with necessary systems from the SECOND PARTY as a local purchase. The FIRST PARTY will pay all payments to the SECOND PARTY in BDT upon all agreed specifications of equipment's and materials.

b. Payment Schedule:

Total Value: BDT 87,05,555/- (Taka Eighty-seven Lac Five Thousand Five Hundred Fifty-Five only) will be given following installment

- Advance and 1st Installment: TK. 26,11,667/-** (30%) will be paid to the SECOND PARTY by the FIRST PARTY within 07 days from the signing of the agreement.
- 2nd Installment: TK. 34,82,222/-** (40%) will be paid to the SECOND PARTY by the FIRST PARTY after materials delivery at site.
- 3rd Installment: TK. 8,70,556/-** (10%) will be paid to the SECOND PARTY by the FIRST PARTY after installation of Mechanical, Electrical & Fuel Filling systems.
- Installment: TK. 13,05,833/-** (15%) will be paid to the SECOND PARTY by the FIRST PARTY after successful installation, commissioning, balancing hand handover of Diesel Generator Power system.
- Installment: 4,35,278/-** (5%) will be paid to the SECOND PARTY by the FIRST PARTY after 06 months from handover or within one month from the date of handover against submitted bank guarantee for six months.

Please Note the following:

- All insurance coverage and responsibility when the material at site and during the installation will be of SECOND PARTY'S scope. In the event of any incident, it will be of SECOND PARTY'S responsibilities.

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- Validity of Contract: Twelve Months (12 Months) from the date of signing the agreement. This requirement shall not vitiate the SECOND PARTY right to demand and claim for outstanding dues if any.
- 3. **DRAWING:** Cross World Power Ltd., (SECOND PARTY) shall submit necessary drawing to "FIRST PARTY" for approval within two weeks from signing of the contract.
- 4. **WARRANTY:** Cross World Power Ltd. (SECOND PARTY) shall provide Warranty of equipment's (Except Battery, Battery have 01-year warranty effective from the date of delivery at the client's premise.) And fittings against Manufacturing and any other operational defects for a period of 24 months from the date of handing over of the installation whichever falls due first, the above warranty does not cover the following conditions.
 - i) By force, theft, thunder, water/ rain water/by force fall in the equipment.
- 5. **MAINTENANCE:** Cross World Power Ltd., (SECOUND PARY) will carry out free of cost servicing for 12 (Twelve) months from the date of Handover, during which time Cross World Power Ltd. (SECOND PARTY) will carry out the service of the Generator and should attend to the breakdown calls.
- 6. **DELIVERY SCHEDULE:**

The Second party confirms the following shipment, delivery and work schedule: -

 - Generator within 5 to 15 days (from Ready Stock) from the date of your valued work order as well as materials delivery within 30 days
 - Completion of installation and Commissioning work: 30 days from the date of material arrival at site, subject to timely hand over of Generator as per SECOND PARTY Layout drawing & availability of permanent power supply in Machine room.
- 7. **DELAY CHAEGES:**

If the SECOND PARTY fails to handover the PRODUCT as per schedule mentioned in **Clause 4 in annexure**, SECOND PARTY shall be liable for liquidated damages of 0.05% of LOCAL PAYMENT for each day delay, to be paid in full to the FIRST PARTY within 15 days of completion of the work. FIRST PARTY holds the option to adjust the delay charges from the due amount.
- 8. **DOCUMENTS and TOOLS:**
 - a. SECOND PARTY to provide FIRST PARTY, in the medium of English, operation manuals for the PRODUCTS.
 - b. Before commissioning SECOND PARTY to ensure complete hand over to the FIRST PARTY of all accessories that may accompany the PRODUCTS.

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9. WARRANTY:

As per standard of manufacturer warranty, Cross World Power Ltd. will provide 24 months from the date of commissioning (Except Battery, Battery have 01-year warranty effective from the date of delivery at the client's premise). Their 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 its capacity or any unauthorized modification of the Gen-set.

10. ACCIDENT and DAMAGE:

The SECOND PARTY will make good at its cost any breakage or damage caused to the construction due to installation works if the SECOND PARTY is responsible for the accident or damage. The SECOND PARTY will be responsible of Generator goods in all respect before handover to the FIRST PARTY.

11. TRAINING:

The SECOND PARTY will undertake to train 04 (Four) personnel specifically designated by the FIRST PARTY in matters of operating/maintaining the PRODUCTS.

12. ARBITRATION:

In case of any disagreement or dispute with regard to the interpretation of the terms of this agreement, such disagreement or dispute shall be resolved amicably, failing which such matter shall be referred to for arbitration by two Arbitrators, of whom one shall be appointed by each of the parties, and an Umpire to be appointed by the two Arbitrators. In case of their failure to agree on resolution, the decision of the Umpire shall be final and binding upon the parties.

13. ANNEXURE:

The financial and technical offer Ref: **CWPL-AM/4779/20F**, dated 16th August, 2020, from the SECOND PARTY to the FIRST PARTY, consisting of 12 (Twelve) pages, and this annexure is an integral part of this deed of agreement.

14. THIS INSTRUMENT:

This instrument set is composed of 05 (Five) pages with an Annexure of Financial and Technical offer consisting of 09 (Nine) pages, Generator catalog consisting of 03 (Three) pages, and Circuit Breaker catalog consisting of 09 (Nine) as mentioned in Clause 12, and executed in two originals, one set to be retained by each party.

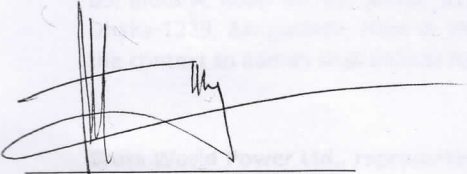


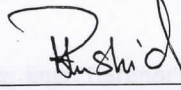
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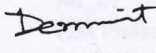
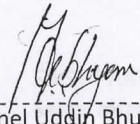
IN WITNESS WHERE OF the parties hereto sign and execute this Agreement on the day, month and year aforesaid.


Mohammad Abdul Moyeen
FIRST PARTY


Engr. Harun or Rashid
Chief Operating Officer
SECOND PARTY



WITNESSES:

1. 
Debabrata Mitra
Spacezero Limited
Address: House 135, Road 04, Block A, Banani, Dhaka-1213
2. 
Sohel Uddin Bhuiyan
Cross World Power Limited
Address: Plot-1/B, Road 90, Gulshan - 2, Dhaka 1212, Bangladesh