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Ref: IUB/ MKB/Substation/WO.

Date: November 09, 2020

To
Cross World Power Ltd.
Plot-1/B, Road-90, Gulshan -2,
Dhaka-1212

Attn: Mr. Engr. Md. Harunor Rashid, Chief Operating Officer

Sub: Notification for Award of Contract / Work Order for Supply, Installation & Commissioning of 1000 KVA Substation Equipment & Accessories with Busbar Trunking System at Dr. A. Majeed Khan Building, IUB.

Dear Sir,

Reference to your Tender dated 19/08/2020 and subsequent Revised Offer dated 03/11/2020 (Offering 3.50% discount), for "Supply, Installation & Commissioning of 1000 KVA Substation Equipment & Accessories with Busbar Trunking System" at Dr. A. Majeed Khan Building, IUB, Bashundhara, Dhaka-1212, we would like to inform you that the Management of Independent University, Bangladesh (IUB) has decided to accept your Revised Offer dated 03/11/2020, at a Negotiated Price of Tk. 13,495,592/= (Taka One crore thirty four lac ninety five thousand five hundred ninety two 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. 1,349,559/=, 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 have to take-over the Site within 3 (three) days from the date of signing of the Contract Agreement and submit a detailed Work Program immediately.
4. You will be required to complete whole of the Work within 6 (Six) months from the date of handing over the site.
5. You will be required to get approval of Working Drawing showing Layout of Transformer, HT panel, LT Panel, PFI Panel, Cable Tray, System Earthing (10 sets), Busbar Trunking System etc. from the Consultant / Concerned Engineers of IUB.
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 delivery of all goods at site.

INDEPENDENT UNIVERSITY, BANGLADESH

Plot- 16, Block- B, Aftabuddin Ahmed Road, Bashundhara R/A, Dhaka-1212

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- b) 50% of the Contract Price will be paid after the delivery of all goods (complete substation equipment) & materials at site.
 - c) Final Bill will be paid, after successful Installation, Testing, Commissioning & Hand-over of the completed Work to the IUB and after checking & certification by the concerned Engineers / Consultant of the IUB as per actual work done.
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 Warranty Period of 1 (One) year.
 9. IUB authority will deduct the VAT and AIT from each payment, as per Bangladesh Government's Rules.
 10. The Warranty Period of the whole work including spare parts will be 1 (One) year. The Warranty Period will commence from the date of successful completion of Installation, Testing and Commissioning of 1000 KVA Substation Equipment & Accessories with Busbar Trunking System & Handing-over to the IUB.
 11. During the Warranty Period, you will have to respond to the Emergency Calls on urgent basis, as & when required and you will rectify all defects including supply of spares at your own cost.
 12. During the warranty period, you will also be liable for replacing irreparable equipment with new ones at no additional cost to the IUB.
 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.

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, Operations & Maintenance Dept.

Copy to:

1. The Chairman, BOT, IUB
2. The Chairman, P&D Committee, IUB
3. The Vice Chancellor (Acting), IUB
4. The Treasurer, IUB
5. Director, Finance & Accounts.
6. Dy. Director, O&M / Assistant Engineer, Electrical, O&M, IUB
7. Architekton (Pvt) Ltd., Consultant of the Project.

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CONTRACT AGREEMENT

This Agreement is made on the **12th Day of November 2020** at Dhaka:

BETWEEN

Independent University, Bangladesh (IUB), an educational institution, represented by the Vice Chancellor (Acting), having its office at Plot-16, Block-B, Aftabuddin Ahmed Road, Bashundhara, Dhaka-1212, hereinafter referred to as **"the Employer"** (which term of expression unless repugnant to or excluded by or contrary to the context shall be deemed to mean and include its nominees, representatives, assigns and successors-in-interest) OF THE ONE PART;

AND

Cross World Power Ltd, represented by its Chief Operating Officer Engr. Md. Harunor Rashid, having its office at Plot-1/B, Road-90, Gulshan -2, Dhaka-1212, here in after called **"the Contractor"** (which term of expression unless repugnant to or excluded by or contrary to the context shall be deemed to mean and include its nominees, representatives, assigns and successors-in-interest) OF THE OTHER PART.

WITNESSETH,

Whereas the Employer is desirous that the Contractor executes the contract for Supply, Installation & Commissioning of 1000 KVA Substation Equipment & Accessories with Busbar Trunking System for Dr. A. Majeed Khan Building, IUB, Bashundhara, Dhaka-1212, hereinafter called **"the Work"** and the Employer has, by issuing the Notification of Award of Contract / Work Order dated November 09, 2020, accepting the Revised Offer of the Contractor dated November 03, 2020 for execution & completion of this work to the full satisfaction of the Employer.

Now this Agreement witnesseth as follows:

1. The Employer upon acceptance of the Revised Offer submitted by the Contractor on November 03, 2020 hereby awards the Contract for Supply, Installation & Commissioning of 1000 KVA Substation Equipment & Accessories with Busbar Trunking System for Dr. A. Majeed Khan Building of IUB, at a negotiated cost of Tk. 13,495,592/= (Taka One crore thirty-four lac ninety-five thousand five hundred ninety-two only).
2. The Contractor shall complete the said work, within 6 (Six) months from the date of handing over the site.
3. If the Contractor fails to complete the Work as per above schedule, the Contractor 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.
4. The Contractor shall complete the work as per the Specifications, Drawings, Revised Final Offer & direction of the concerned Engineers of the Employer / Consultant unless otherwise specified.
5. The Contractor will be required to get approval of Working Drawings & Materials from concerned Engineers of the Employer / Consultant.
6. If the quantity of any item of works increases above 10%, the Contractor shall be required to take prior approval of the Employer, before execution of the work.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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7. The Employer may provide Electricity to the Contractor for this work and in that case the Contractor will pay the Bill of Electricity, as per rules of IUB.
8. The Payment will be made to the Contractor 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 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) 50% of the Contract price will be paid, after the delivery of all Goods (Complete Substation equipment) & Materials at site.
 - c) Final Bill will be paid, after successful Installation, Testing, Commissioning & Handing-over of the completed Work to the Employer. The Amount of the Final Bill will be as per the Quantity of the Actual Work done and as per rate of the Revised Offer dated November 03, 2020.
9. The Employer will deduct the VAT& AIT from each payment, as per Bangladesh Government's Rules.
10. The Employer will deduct 10% of the Billed amount from each payment, as Security Deposit. The retained amount will be released, after expiry of the Warranty Period.
11. The Contractor should submit 3 (Three) sets of "As-Built Drawing" with Maintenance Manual and Earthing Test Report before submission of the Final Bill.
12. The Warranty Period / Defect Liability Period of the whole work including Spare-parts will be 12 (twelve) months. The Warranty Period will commence from the date of successful completion of whole Work & Handing-over to the Employer.
13. During the Warranty Period, contractor will have to respond to the Emergency Calls on urgent basis of the Employer as and when required and shall rectify all defects with no additional cost.
14. The Contractor will take all necessary measures to protect the existing structure, utilities & finishes of the existing building during execution of the Work. Failure to do so, the Contractor shall be held responsible for rectification of the damages done to the aforesaid items at their own cost. The Contractor will also be responsible for the safety of all personnel, equipment engaged at site for this work.
15. The Contractor has to provide sufficient Training to IUB personnel, designated for Operations & Maintenance of the System. This should include proper documentation, User's Manual & Important Guidance to faster the Trouble Shooting.
16. The following documents shall be treated as an Integral Part of the Contract:
 - a. Revised Offer of the Contractor dated November 03, 2020.
 - b. Notification for Award of Contract / Work Order dated November 09, 2020.
 - c. Letter of Acceptance of the Contractor.
 - d. Completed Tender Documents submitted by the Contractor.
 - e. Product Specification and Catalogues.
 - f. Working Drawing Prepared by the Consultant & approved by the Employer.

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17. No claim for enhancement of rates shall be entertained due to price escalation or any other reasons whatever.

18. All disputes of any nature in connection with or arising out of this Contract shall be settled amicably.

IN WITNESS WHERE OF the parties there to have caused this Agreement to be executed on the day, month and year first above written.

Signature of the Employer's Representative

Prof. Dr. Milan Pagon
Vice Chancellor (Acting)
Independent University, Bangladesh (IUB).

Signature of the Contractor's Representative

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

Common Seal



Witness:

1.

Director
Operation & Maintenance Dept.
Independent University, Bangladesh

2.

Deputy Director
Operation & Maintenance Dept.
Independent University, Bangladesh

3.

Ar. Minhasur Rahman, FIAB
Managing Director
ARCHITEKTON (PVT.) LTD.
House # 28, Road # 28, Block # K
Banani, Dhaka-1213

Common Seal



Witness:

1. Md. Shamsul Alam

Sr. Manager

2. Md. Mostafizur Rahaman
Sr. Engineer.

3. Md. Didar Hossain
Eng. sales

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