

# Kushiara Power Company Limited

(FENCHUGANJ 163MW GAS FIRED CCPP)

## Purchase Order

|                                     |   |                             |  |
|-------------------------------------|---|-----------------------------|--|
| Work Order No:                      | KPCL/191/2015-2016                                  | Date:                       | June 19, 2015  |
| <b>Service Provider Information</b> |   | <b>End User Information</b> |  |
|                                     | Ref No. CWPL-AM/1631/16-RO2F                        |                             | KPCL Ref. No. MRF_102  |
| Company Name                        | CROSS WORLD POWER LTD. as supplier                  | Company Name                | KUSHIARA POWER COMPANY LTD.( KPCL) as purchaser                  |
| Address and Phone                   | House#06, Road# 92, Gulshan-2,Dhaka-1212            | Address and phone           | Floor #5A, House # 369, Road# 28,New DOHS, Mohakahli,Dhaka-1206. |
| Representative                      | Muhammad Zahidur Rahman Chakder                     | Representative & Department | Mohammad Belal Hossain   |
| Representative Contact No:          | Cell:01755 514 782<br>Email:zahidur@cross-world.com | Representative Contact No:  | Cell : 01709634420<br>Mail: belalhossain.max@gmail.com           |
| Fax                                 |   | Fax                         | +88-02-7118336   |

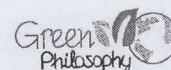
| Service Details  |   |          |                 |                  |
|--|---|----------|-----------------|------------------|
| Subject: Supply, installation & commissioning 20 KVA Genset at KPCL plant.       |   |          |                 |                  |
| Sl   | Description   | Quantity | Unit Price(BDT) | Total price(BDT) |
| 1  | <b>20 KVA Genset</b><br>Brand : Tempest<br>Engine: Perkins, UK<br>Alternator: Mecc Alte, UK<br>Technical specification : as per quotation | 2 unit   | 6,30,375.00     | 12,60,750.00     |
| Payable Amount In BDT:(Including AIT)  |   |          |                 | 12,60,750.00     |
| Payable Amount In Word: Taka Twelve Lac Sixty Thousand Seven Hundred Fifty Only. |   |          |                 |                  |

| Terms and conditions   |  |
|--|--|
| 1. Delivery, Installation & commissioning date: Within 3 working days from the date of PO. (Depends on commissioning material availability )                                     |  |
| 2. Effective date of Purchase Order: From the date of receiving Purchase Order and advance payment cheque.   |  |
| 3. Payment Term: i. 75 % as advance with work order within 5 working days<br>ii. 25 % after commissioning & submission of the bill within 20 working days                        |  |
| All payment will be made vide Account Payee Cheque in favor of "CROSS WORLD POWER LTD"   |  |
| 4. Delivery, installation & commissioning Point: KPCL site, Moinpur, Fenchuganj ,Shylet. (Contact person : Engr. Mr. Omar Faruk-01713197877 & Engr. Mr. Nazmul Khan-01787679244) |  |
| 5.Tax will be applicable as per Bangladesh government rules.   |  |
| 6. Technical Specification and Design: As per CWPL-AM/1631/16-RO2F quotation approved by KPCL Management.  |  |
| 7. Standard of Product and services: As per agreed quotation CWPL-AM/1631/16-RO2F and approval by the KPCL Management.   |  |
| 8. CROSS WORLD POWER LTD quotation no: CWPL-AM/1631/16-RO2F and annex's attached highlighting other terms and conditions also part of this purchase order.                       |  |
| 9. Purchaser shall also be entitled to claim damages for any losses which results from breach of Purchase Order by Supplier  |  |

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Road # 28  
DOHS Mohakhali  
Dhaka-1206  
Bangladesh.  
Tel : +88 02 9861658  
+88 02 9861652  
www.kushiarapower.com.bd

**Registered Office :** Baitul Hossain Building (6th Floor), 27 Dilkusha Commercial Area  
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unless the Supplier can prove that the breach or the cause of breach was not due to the Supplier or the breach results from force majeure. Purchaser shall have the right to make adjustment of the claims with any payments due to the Supplier under this Purchase Order to the Supplier.

10. Supplier's obligation: The supplier shall arrange all kind of delivery, installation, commissioning and any type of work required at site. The Supplier shall also arrange accommodation, food, safety equipment for the staffs. This apart, the Supplier shall comply all statutory rules and regulation as per the Laws of Bangladesh. (Any type of civil works and commissioning material are excluding )

11. Supplier is requested to confirm its acceptance of price, quality, delivery, installation, commissioning in time which is main essence of this Purchase Order.

12. Disputes resolution: This Purchase Order shall be governed by the Laws of Bangladesh. In the event any dispute is not settled amicably between both the parties, The Disputes shall be settled as per the dispute resolution and arbitration laws of Bangladesh.

13. This PO constitutes the complete and entire PO between the parties hereto. This PO supersedes all prior POs and/or understandings, whether written or oral, between the parties except to the extent that they are expressly incorporated herein.

14. The parties shall co-operate each other in carrying out the purposes of this PO. In the event of any unforeseen occurrence not envisaged in this PO shall be renegotiated in good faith by both the parties.

15. The Purchaser's Project Manager shall carry out such duties in issuing certificates, decisions, instructions and orders as are specified in the Purchase Order to be carried out by the Purchaser. The Purchaser's Project Manager shall have full authority to act on behalf of the Purchaser for all purposes.

16. The supplier shall not have the right to refuse the purchase order which is issued in accordance with the quotation and subsequent discussion with Purchaser. In the event of any disagreement regarding the terms and condition of the purchase order or conflict between the provision of a purchase order and the Suppliers quotation, the supplier shall notify the purchaser within two working days. Otherwise it will consider as issued purchase order as guaranteed/acknowledged.

Prepared By



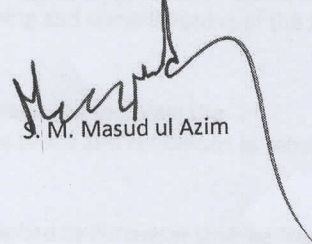
Md. Belal Hossain

Finance Controller



Mr. Syed Asif Iqbal

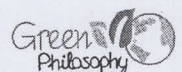
General Manager, Supply Chain



S. M. Masud ul Azim

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House # 369  
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OHS Mohakhali  
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## ANNEX-1: REPRESENTATIONS, WARRANTIES AND GUARANTEE

### A. Representations and Warranties:

- i. The Supplier shall indemnify Purchaser for any loss, demands, expenses, claims or cause of action arising out of the breach of any of the warranties/terms of this Purchase Order.
- ii. The Supplier represents and warrants that it has obtained all necessary valid licenses, permits and consents from government and/or regulatory authorities necessary and required to carry out its business in Bangladesh and more specifically its obligations as specified under this Purchase Order. Furthermore, the Supplier ensures that it shall keep all such licenses, permits and consents, updated and renewed (as and when required) during the Purchase Order Period and during any future extension of this Purchase Order.
- iii. The Supplier represents and warrants that it shall abide by and comply with all relevant laws, rules and regulations which are applicable on the performance of this Purchase Order.
- iv. The Supplier warrants that all equipment, materials or items supplied and installed by purchaser are new and never used or utilized for any other purpose.
- v. The Supplier warrants that he is fully experienced in providing the Materials, as detailed under this Purchase Order and/or PO and that it possesses a high level of skill and expertise and experience which it will make available to Purchaser in carrying out its obligations under this Purchase Order. In so doing, the Supplier recognizes and acknowledges that Purchaser is relying on the provision by the Supplier of such skill and expertise in and about the Materials, to be performed by the Supplier pursuant to the Purchase Order and/or PO.
- vi. The Supplier shall be fully responsible for the successful supply and delivery of the jobs, within the time frame specified and in accordance with the agreed functional, technical and performance specifications of the Purchase Order or quotation CWPL-AM/1631/16-RO2F.
- vii. The Supplier shall furnish to Purchaser such information relating to delivery, as Purchaser may from time to time require.
- viii. The Supplier shall be responsible for any fines and penalties imposed on it arising from any noncompliance with the laws and regulations of Bangladesh and Purchaser shall not be held responsible to this end.

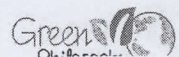
### B. Warranty & Service

- i. Materials shall have one years of full warranty from the date of completion of work and Acceptance by purchaser. The warranty shall cover but not limited to:
  - (a) Any manufacturing fault.
  - (b) Any fault that is found or occurs during operation or at the time of acceptance under warranty period which is not due to mishandling or mis-operation of the Materials by Purchaser. One example of such case is any damage or fault occurrence during transportation and carrying up to site or testing and commissioning of the Materials to the sites of Purchaser.
- ii. If the Supplier is not the manufacturer of the Materials, the Supplier shall be required to obtain the guarantee/warranty from the manufacturer granted in favor of Purchaser on the terms and conditions as required by Purchaser.
- iii. The Supplier shall unconditionally guarantee/warranty that the Materials supplied to Purchaser shall be free from all defects including defects arising out of faulty design, faulty and inferior material or inferior workmanship, and the Materials shall be as per specifications and fit for the purpose which they are intended in accordance with the Purchase Order and any subsequent amendments and additions which Purchaser deem fit and necessary and shall strictly comply with each and every requirement of the specifications for a period of at least **one year** from the date of delivery at site and this period shall hereinafter be called the "Warranty Period".
- iv. If the Materials or any part thereof and associated services fail to comply with the technical Specifications and requirements of Purchaser during the Guarantee/Warranty Period, the Supplier shall, without any charge to Purchaser, repair or replace the same to the satisfaction of Purchaser within two (2) working days or any other extended period at Purchaser's sole discretion. The Supplier shall bear all costs including freight charges, cost of testing, examining, and replacing the defective Items.

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- v. If any part or whole of the Materials becomes faulty during the Warranty Period which may hamper the site operation, the Supplier shall ensure that it is replaced or rectified temporarily or permanently within 12 (twelve) hours with the Supplier's own spares without consumable spare parts (Air filter, Fuel filter, Lube oil filter). If any part or whole of the Materials is replaced or rectified temporarily it shall be replaced or rectified permanently within 15 days. The repair or replacement will be accepted by Purchaser upon satisfactory performance. In the event that the Materials and any part thereof remains unsatisfactory to Purchaser after such repair or replacement or in the event of a failure on the part of the Supplier to effect repair or replacement within the stipulated time, Purchaser reserves the right to purchase the same from other source or to make good any damage or defect in any manner it deems fit and all costs thereby incurred shall be recoverable from the Supplier by deduction from any money due or to become due to the Supplier.
- vi. If during the Warranty Period certain part or parts of the Materials are found or observed to breakdown repeatedly despite repairs, such part or parts shall be replaced by the Supplier at no cost to Purchaser.
- vii. Any loss or any damage whatsoever during transit shall be borne by the Supplier.
- viii. The Supplier shall provide free servicing during warranty period by his well skilled technician any time after written mail or verbal instruction from purchaser without delay.
- ix. The supplier shall send his technician after receiving mail from purchaser within 24 hours at purchaser plant location. (Moinpur, Fenchugonj, Sylhet.)
- x. Purchaser may resolve during warranty period any problem/defect related to the Hardware by itself or through any third party if the Supplier fails to resolve the problem/defect as per schedule stipulated in the annex and any associated risk & expenditure shall be passed on to the Supplier.
- xi. If the supplier fails to send his technician within 24 hours after any service call happened, the purchaser has right to arrange any third party or own technician to solve the problem and purchaser will claim all relevant cost from Supplier.
- xii. At the end of warranty period an SLA (service level agreement) could be signed between supplier and purchaser after negotiation. If negotiation is failed then purchaser has right to make SLA with third party.

## TERMINATION OF THE PURCHASE ORDER

i. Purchaser may terminate the Purchase Order, at any time, with immediate effect, subject to serving a written notice to the Supplier, in case of occurrence of events specified below:

(a) Upon the Supplier's failure to perform its obligations as detailed under this Purchase Order in a timely, diligent, or satisfactory manner, in Purchaser's reasonable opinion.

(b) or any breach of terms/conditions/warranties by the Supplier as detailed under this Purchase Order;

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