



# BM ENERGY (BD) LTD.

(A NETHERLANDS-BANGLADESH JOINT VENTURE COMPANY)

## Head Office :

9/10, FIDC Road, Kalurghat Heavy I/A, Chandgaon, Chittagong, Bangladesh.  
Tel : +88-031-2570701-2, 2571156-7, 2571335-6, 2571158, 2571334, Fax : +88-031-2570703

## Factory :

Vill: Oli Nagar, P.O : Barabkunda, P.S : Sitakunda, Dist : Chittagong, Bangladesh.

## Dhaka Office :

House : 316 (1st Floor), Road : 21, New DOHS, Mohakhali, Dhaka-1206, Bangladesh.  
Tel : +88-02-9884374, Fax : +88-02-9884371

## Europe Office:

Lean van Heidenburg 49, 2271 AS Voorburg, The Netherlands, Tel : +31 653576976

## WORK ORDER

30<sup>th</sup> April, 2018

To,

**CROSS WORLD POWER LTD**

Plot 1/B, Road 90, Gulshan-2 ,

Dhaka 1212, Bangladesh.

**Subject: Work order for 1 no. 250 KVA Diesel Generator (Open set) for Mongla Plant.**

Dear Sir,

With reference to your offer & subsequent discussion with you, our company is pleased to issue the work order for 1 no. 250 KVA Diesel Generator (Open set) for Mongla Plant.

### Scope of work:

Brand new diesel generator, open set

Generator Brand: TEMPEST (UK),

Model: PS250

Prime/Standby Rating: 250 KVA/ 275KVA

Engine: Perkins (USA)

Engine Model: 1506A-E88TAG3

Alternator: Stamford (UK)

Alternator Model No: UCD274K, 50HZ

Controller: Deep Sea (UK)

**Delivery Period:** Within 10<sup>th</sup> May, 2018 at site.

**Total amount:** 24,000,00/= (In Word: Twenty Four Lac Taka Only.)

**Payment Terms:** 30% advance payment through account payee cheque.

40% payment after delivery on site.

30% payment will be done after full load successful testing after installation.

**After Sales Service:** free service for warranty period (3000 hrs or 2 years from the date of delivery). 24\*7 service.

**Warranty:** 3000 hrs or 2 years from the date of delivery at site.

Thanking You

Captain Sajjad Alam, BN (Retd.)

Executive Director (Operations)

BM Energy (BD) Ltd.



Contract Agreement

**Contract No: BMECW02**

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 1 No. 250 KVA 3 Phase Diesel Generator Set.  
Project: BM Energy Mongla Plant, Chalna Bazar, Chalna Pawrasava, Dakop, Khulna, Bangladesh.  
This agreement is executed on 30<sup>th</sup> April, 2018.

BETWEEN

**BM Energy (BD) Limited**, a Company incorporated and registered under the laws of the People's Republic of Bangladesh and having its Registered Office at 9/10 FIDC Road, Kalurghat Heavy I/A, Chittagong in Bangladesh duly represented by Mr. MostafizurRahman, Managing Director (hereinafter referred to as "Employer").

AND

**CROSS WORLD POWER LTD.** Plot 1/B, Road 90, Gulshan-2, Dhaka 1212, Bangladesh; Here hereinafter referred to as "Contractor" (which expression shall, unless repugnant to the context, mean and include its lawful assigns, authorized representatives and successors-in-interest) of the Second Party.

WHEREAS with reference to the submitted offer dated 23.04.2018 as well as according to the mutual understanding & negotiation with the First Party BM Energy (BD) Limited for Supplying, Installation, Testing & Commissioning Of 1 No. 250 KVA 3 Phase Diesel Generator Set by the Second Party at BM Energy Mongla Plant, Chalna Bazar, Chalna Pawrasava, Dakop, Khulna, Bangladesh on the following terms and conditions agreed between the parties.





NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

**1. General:**

The Second Party agrees to Supply, Install, Test & Commission Of 1 No. 250 KVA 3 Phase Diesel Generator Set and the First Party agrees to buy the same as mentioned in above with consideration and particulars of which are given in hereunder written.

**2. The details of Work Follow as below:**

**2<sup>nd</sup> Party's Scope of Supply:**

Brand new diesel generator, open set  
Generator Brand: TEMPEST (UK),  
Model: PS250  
Prime/Standby Rating: 250 KVA/ 275KVA  
Engine: Perkins (USA)  
Engine Model: 1506A-E88TAG3  
Cooling System: Water Cooled.  
Alternator: Stamford (UK)  
Alternator Model No: UCD274K, 50HZ  
Cooling: Air Cooling.  
Controller: Deep Sea (UK)  
Auto battery charger included.

Fuel Consumption: 42 ltr/hr at 75% load.

**Price:** Total Price: 24,000,00/=

**In Word: Twenty Four Lac Taka Only**

**3. Payment terms:**

- I. 30% advance payment through account payee cheque.
- II. 40% payment after delivery on site.
- III. 30% payment will be done after full load successful testing after installation.

**4. Warranty:**

3000 hrs or 2 years from the date of delivery at site.

**free service for warranty period (3000 hrs or 2 years from the date of delivery). 24\*7 service.**

**5. Delivery:** Within 10<sup>th</sup> May, 2018 at site.





**6. Execution:**

The contract will be executed upon issuing of work order by the 1<sup>st</sup> party.

**7. Terms And Conditions:**

7.1. 2<sup>nd</sup> Party will always have ready stock of spare parts for quick supply.

7.2. 2<sup>nd</sup> Party will provide dimension drawing, Provide expert physical inspection of Generator room before delivery.

**8. Contract Closure:**

The contract will be considered complete only after the official hand over of the complete up and running DG set and product warranty period.

**9. Confidential information:**

The 1<sup>st</sup> party and 2<sup>nd</sup> party shall maintain confidentiality and shall not disclose any information without the written consent of the other party here to, divulge to any third party any document, data or other information furnished directly or indirectly by other party here to in connection with the contract. We assure you of our best co-operation for successful completion of works.

**10. Notices:**

All notices, requests, demands and other communications given hereunder (collectively, "Notices") shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service, registered mail or (iii) sent by facsimile or other similar means of electronic communication (followed by a written notice within 15 days with confirmed receipt), to the authorized addressed of the parties.

**11. Assignment and Amendment of Agreement:**

This agreement shall not be assigned by either party to any third party without the prior written consent of the other party.

This agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the parties.

**12. Entire Agreement:**

This agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

  


  


**13. Survival:**

In addition to any other obligation specifically agreed to survive, the obligations of the parties relating to Confidentiality shall survive termination or expiry of this agreement.

**14. No Third Party Beneficiaries:**

This agreement is not intended and shall not be constructed to create any rights in any parties other than the seller and the Purchaser and no person shall have any rights as a third party beneficiary hereunder.

**15. Waiver:**

The parties to this Agreement may, by mutual consent, (a) extend the time for performance of any of the obligations or other acts of any party, (b) waive any inaccuracies in the representations and warranties of any party contained herein or in any document delivered by any party pursuant hereto or (c) waive compliance with any of the Agreements or conditions of any party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties to be bound thereby. Any waiver of any term, covenant or condition shall not be constructed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges.

**16. Severability:**

Each of the provisions contained in this Agreement shall be severable and the invalidity of one shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. The Parties shall endeavor to replace such unenforceable provision/portion with a legally permissible provision, which as far as possible, reflects the original intent of the Parties.

**17. Remedies under this Agreement:**

Each party hereto agree that any remedy or right conferred upon either Party for breach hereof shall be in addition to and without prejudice to all other rights and remedies available to it, whether under the applicable laws or otherwise.

**18. Non-Performance.**

Notwithstanding anything contained in this agreement, in the event the 'Second Party' does not fulfill the terms and conditions of this agreement the 'First Party' retains the right to cancel the agreement. Upon cancellation, , the 'Second Party' will be required to compensate the 'First Party' for total loss as determined by 'First Party' based on the industrial standard as well as the terms & conditions remaining on the agreement.

  


  






**19. Binding effect:**

This Agreement and the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

**20. Mutual Goodwill:**

This Agreement is entered into in a spirit of goodwill and the Parties covenant with each other that each Party will render at all times all responsible assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party(s) may reasonably require for the purpose of this Agreement.

**21. Governing Law: Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of Bangladesh and the courts in Bangladesh shall have the exclusive jurisdiction.

**22. Arbitration:**

All dispute and differences concerning the validity, scope, meaning, construction, effect or compliance arising out of or in connection with this Contract shall be mutually/amicably settled by the Parties here to, failing which, the same shall be referred to Arbitration. The Appointment of the Arbitrators and respective proceedings shall be conducted in accordance with the Arbitration Act-2001 in Dhaka, Bangladesh

**23. Late Delivery and Liquidated Damages:**

Notwithstanding anything contained in this agreement, in the event the 'Second Party' fails to make delivery on time as stipulated in the contract, 'First Party' will be entitled to claim the Liquidated Damages from 'Second Party' at the rate of 5% per week of total contract value.

**24. Counterparts:**

This Agreement is being executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the day and year first above written.

Signed by:

FOR & ON BEHALF OF FIRST PARTY

Mr. Md. Sayed Alam, (IAS), PSC, BN (RETO)  
Executive Director (Operation)  
BM Energy (BD) Ltd.

Party: 1st Party.

Date: 30.04.2018

Signed by:

FOR & ON BEHALF OF SECOND PARTY

Mr. Md. S. (Rumi Alam)

Party: 2nd Party.

Date: 05-05-18

Witnesses: -

1. F. Islam

Address:

2. Md. S. (Rumi Alam)

Address:

